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MCALLISTER LAW GROUP

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Facsimile: (650) 948-7502

Attorneys for Defendants,

JAMES A. TORCHIA; MARC A. CELELLO; THE CLEAR SKIES HOLDING COMPANY LLC;
CARS 1ST LLC; SYNERGY MOTOR COMPANY N/K/A CREDIT NATION AUTO SALES,
LLC; CREDIT NATION AUTO SALES, LLC F/K/A SYNERGY MOTOR COMPANY; CREDIT
NATION LENDING SERVICES LLC; JARO LLC; NATIONAL VIATICAL, INC.; RIVER
GREEN INVESTMENT MANAGEMENT LLC; and RIVER GREEN LLC

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In Re:

SYNERGY ACCEPTANCE CORP.

Debtor.

E. LYNN SCHOENMANN, Trustee of the
Bankruptcy Estate of Synergy Acceptance
Corporation,

Plaintiff,

vs.

JAMES A. TORCHIA, et al.,

Defendants.

No. 11-31712-HLB-7

Chapter 7

Adv. Pro. No. 12-03156-HLB

**DECLARATION OF BRITTON D.
MCCLUNG IN SUPPORT OF
DEFENDANTS' RESPONSE TO
TRUSTEE'S OBJECTION TO
PREVIOUSLY UNDISCLOSED
EXHIBITS AND UNAUTHORIZED
OVERSIZE BRIEF**

Hon. Hannah L. Blumenstiel

1 Britton D. McClung declares as follows:

2 1. My name is Britton D. McClung. I am over the age of 18 and am competent to make
3 this Declaration. I have personal knowledge of the facts herein, all of which are true and correct,
4 and I can testify competently to the same.

5 2. I am an attorney employed at the law firm of Quilling, Selander, Lownds, Winslett, &
6 Moser, P.C. and one of the lawyers working on the litigation pending before this Court.
7 Specifically, I have been in charge of monitoring and reviewing documents produced by the Trustee
8 and producing documents to the Trustee.

9 3. Attached hereto marked **Exhibit "A"** is a true and correct copy of a letter dated
10 February 13, 2014, which I prepared and sent to Loren Kieve, counsel for the Trustee, whereby I
11 sent him a disk containing electronic documents relating to GreatAmerica Financial Services
12 Corporation labeled GAFS 00001 through GAFS 00135.

13 4. Attached hereto marked **Exhibit "B"** is a true and correct copy of a letter dated
14 February 13, 2014, which I prepared and sent to Loren Kieve, counsel for the Trustee, whereby I
15 sent him a disk containing electronic documents relating to Chamberlain Hrdlicka White Williams &
16 Aughtry labeled CHWWA 000001 through CHWWA 000892. These documents were sent to Mr.
17 Kieve by me the same day I received them from Chamberlain Hrdlicka.

18 5. Attached hereto marked **Exhibit "C"** is a true and correct copy of an email (without
19 exhibits) dated February 13, 2014, which I prepared and sent to Loren Kieve, counsel for the
20 Trustee, whereby I sent him electronic documents relating to records from the Bank of North
21 Georgia labeled TOR-F000001 through TOR-F000005. These documents were produced by Bank
22 of North Georgia to the Defendants.

23 6. Attached hereto marked **Exhibit "D"** is a true and correct copy of a letter dated
24 February 18, 2014, which I prepared and sent to Loren Kieve, counsel for the Trustee, whereby I
25 sent him two disks containing electronic documents labeled TOR-G000001 through TOR-G001716.
26 These documents were obtained from an old computer harddrive which the Defendants located. One
27 of the disks contains the Quickbook database which I believe had actually been produced by the
28

1 Trustee to the Defendants. I did not take the time to compare in detail the database I sent to Mr.
2 Kieve to the similar database the Trustee produced to the Defendants. The other disk contains
3 documents relating to historical loan sales by the Debtor. Many of these documents bear the title
4 "Auto Contracts Purchase Agreement."

5 7. Attached hereto marked **Exhibit "E"** is a true and correct copy of an email without
6 exhibits dated March 10, 2014 which I prepared and sent to Loren Kieve, counsel for the Trustee,
7 whereby I sent him electronic bank records of APAL labeled TOR-H000001 through TOR-H000049
8 which were provided to the Defendants by the Plaintiff in the Georgia Lawsuit on March 5, 2014.

9 8. Attached hereto marked **Exhibit "F"** is a true and correct copy of an email dated
10 March 10, 2014 which I prepared and sent to Loren Kieve, counsel for the Trustee, whereby I
11 transmitted to him the Defendants' Second Amended Initial Disclosures.

12 9. Attached hereto marked **Exhibit "G"** is a true and correct copy of a letter from the
13 files of MacDonald Fernandez, then counsel for Defendants, dated July 17, 2013 and describing the
14 document production to the Trustee labeled TOR000010 – TOR 003109 that accompanied the letter.
15 Although I was not counsel for Defendants at the time when the letter was prepared, I have
16 thoroughly reviewed the documents produced in discovery by my client, and this letter accurately
17 reflects the contents and scope of the document production to the Trustee's counsel.

18 10. Attached hereto marked **Exhibit "H"** is a true and correct copy of a letter from the
19 files of MacDonald Fernandez, then counsel for Defendants, dated July 31, 2013 and describing the
20 document production to the Trustee labeled TOR 003124 – TOR 0003125 and the disc containing
21 three Outlook data files that accompanied the letter. Although I was not counsel for Defendants at
22 the time when the letter was prepared, I have thoroughly reviewed the documents produced in
23 discovery by my client, and this letter accurately reflects the contents and scope of the document
24 production to the Trustee's counsel.

25 11. Attached hereto marked **Exhibit "I"** are true and correct copies of documents
26 produced by the Trustee's counsel to Defendants on or about May 23, 2012. The documents were
27 not labeled in any fashion when produced.
28

12. Attached hereto marked **Exhibit “J”** is a true and correct copy of a Synergy Acceptance Corporation bank statement for July 2007 produced by the Trustee’s counsel to Defendants on or about May 23, 2012. I have compared Exhibit J to Exhibit 12 of the Appendix in support of Defendants’ Counter-Motion for Summary Judgment, and the information contained in each is identical.

13. Attached hereto marked **Exhibit “K”** is a true and correct copy of a letter from the files of MacDonald Fernandez, then counsel for Defendants, dated July 19, 2013 and describing the document production to the Trustee labeled TOR 003110 – TOR 003123 that accompanied the letter. Although I was not counsel for Defendants at the time when the letter was prepared, I have thoroughly reviewed the documents produced in discovery by my client, and this letter accurately reflects the contents and scope of the document production to the Trustee’s counsel.


14. Attached hereto marked **Exhibit “L”** are true and correct copies of documents produced by the Trustee’s counsel to Defendants on or about May 23, 2012. Although the documents were not originally labeled in any fashion when produced, these documents have been labeled “TRUSTEE 000003,” “TRUSTEE 000752,” and “TRUSTEE 000753” for convenience.

15. Attached hereto marked **Exhibit “M”** are true and correct copies of documents produced by the Trustee’s counsel to Defendants on or about May 23, 2012. Although the documents were not originally labeled in any fashion when produced, these documents have been labeled “TRUSTEE 005298” and “TRUSTEE 005385” for convenience.

16. Attached hereto marked **Exhibit “N”** is a true and correct copy of documents produced by the Trustee’s counsel to Defendants on or about May 23, 2012. Although the documents were not originally labeled in any fashion when produced, these documents have been labeled “TRUSTEE 009568” for convenience.

17. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: April 24, 2014.


Britton D. McClung

QUILLING, SELANDER, LOWNDS, WINSLETT & MOSER

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS
2001 BRYAN STREET, SUITE 1800
DALLAS, TEXAS 75201

BRITT McCLUNG
bmcclung@qslwm.com

TELEPHONE: (214) 871-2100
TELEFAX: (214) 871-2111

February 13, 2014

Via Federal Express #7979 0456 3662

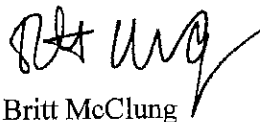
Loren Kieve
Kieve Law Offices
5A Funston Avenue
The Presidio of San Francisco
San Francisco, California 94129-1110

Re: *E. Lynn Schoenmann, Bankruptcy Trustee, v. James Torchia, et al.*
Adversary Proceeding No. 12-3156 HLB

Dear Mr. Kieve:

Enclosed is a disc containing documents produced to Defendants by GreatAmerica Financial Services Corporation. It appears that these documents have already been produced to you in this litigation; however, as we have not been able to confirm this production, we are now producing these documents with labels GAFS 000001 - GAFS 001305 out of an abundance of caution. Please contact my office if you have any problems retrieving the enclosed documents.

Sincerely,



Britt McClung

Enclosure
5487.0000

4838-8115-6888, v. 1

*E. Lynn Schoenmann, Bankruptcy Trustee,
v. James Torchia, et al.*
Northern District of California, San Francisco Division

QSLWM
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
(214) 871-2100

2012 02 13 14:20

**Documents produced by Defendants
GAFS000001 – GAFS001305**

February 13, 2014

QUILLING, SELANDER, LOWNDS, WINSLETT & MOSER

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ATTORNEYS AND COUNSELORS
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DALLAS, TEXAS 75201

BRITT McCLUNG
bmclung@qslwm.com

TELEPHONE: (214) 871-2100
TELEFAX: (214) 871-2111

February 13, 2014

Via Federal Express #7979 1584 3574

Loren Kieve
Kieve Law Offices
5A Funston Avenue
The Presidio of San Francisco
San Francisco, California 94129-1110

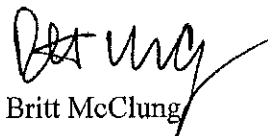
Re: *E. Lynn Schoenmann, Bankruptcy Trustee, v. James Torchia, et al.*
Adversary Proceeding No. 12-3156 HLB

Dear Mr. Kieve:

Enclosed are a cover letter and CD containing documents labeled CHWWA 000001-CHWWA 000892 that we just received from Chamberlain Hrdlicka White Williams & Aughtry in connection with discovery in the pending Georgia litigation. We anticipate that these documents are responsive to one or more requests in the Trustee's First Document Requests to Defendants dated April 22, 2013, including but not limited to Nos. 177 and 193.

Please contact my office if you have any problems retrieving the enclosed documents.

Sincerely,



Britt McClung

cc: **Via Federal Express 7979 1582 2473**

Marc A. Celello
Celello Law Group, LLC
9940 Highway 92, Suite 200
Woodstock, Georgia 30188

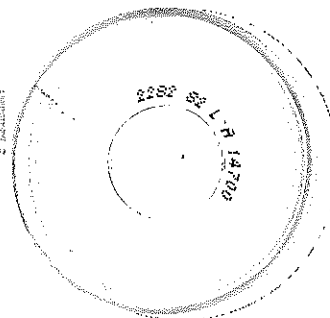
Enclosure
5487.0000

4824-3995-5736, v. 1

*E. Lynn Schoenmann, Bankruptcy Trustee,
v. James Torchia, et al.*
Northern District of California, San Francisco Division



2001 Bryan Street, Suite 1800
Dallas, Texas 75201
(214) 871-2100



**Chamberlain Documents produced
to Alston & Bird
CHWWA000001 to CHWWA000892**

Rec'd February 13, 2014

Britt McClung

From: Britt McClung
Sent: Thursday, February 13, 2014 10:18 AM
To: 'Loren Kieve'
Cc: Hudson Jobe; Michael Quilling; 'Marc Celello'; marlis@mcallisterlaw.net
Subject: Schoenmann v. Torchia - Supplemental Document Production
Attachments: TOR-F000001 - TOR-F000005.pdf

Mr. Kieve,

Attached are documents that we have received from the Bank of North Georgia in connection with discovery in the pending Georgia litigation. These documents are responsive to Request Nos. 106, 154 and 193 in Trustee's First Document Requests to Defendants dated April 22, 2013, and accordingly they are hereby produced as a supplement to Defendants' prior production. Defendants will further supplement their production in the event that additional responsive non-privileged documents are received.

Regards,

Britt McClung
Attorney at Law
Quilling, Selander, Lownds, Winslett & Moser, P.C.
2001 Bryan Street Suite 1800
Dallas, TX 75201
214-871-2100 (main)
214-880-1889 (direct)
214-871-2111 (fax)

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BRITT McCLUNG
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February 18, 2014

Via Federal Express #7979 5712 4392

Loren Kieve
Kieve Law Offices
5A Funston Avenue
The Presidio of San Francisco
San Francisco, California 94129-1110

Re: *E. Lynn Schoenmann, Bankruptcy Trustee, v. James Torchia, et al.*
Adversary Proceeding No. 12-3156 HLB

Dear Mr. Kieve:

In connection with discovery in the pending Georgia litigation, we have located an old computer server containing documents that appear to be relevant in the above-styled litigation. We believe that you already have these documents and in fact may have produced them to us as a part of the Trustee's document production. However, out of an abundance of caution, these documents have been labeled "TOR-G000001 - TOR-G001716" and loaded onto the enclosed CDs for your review.

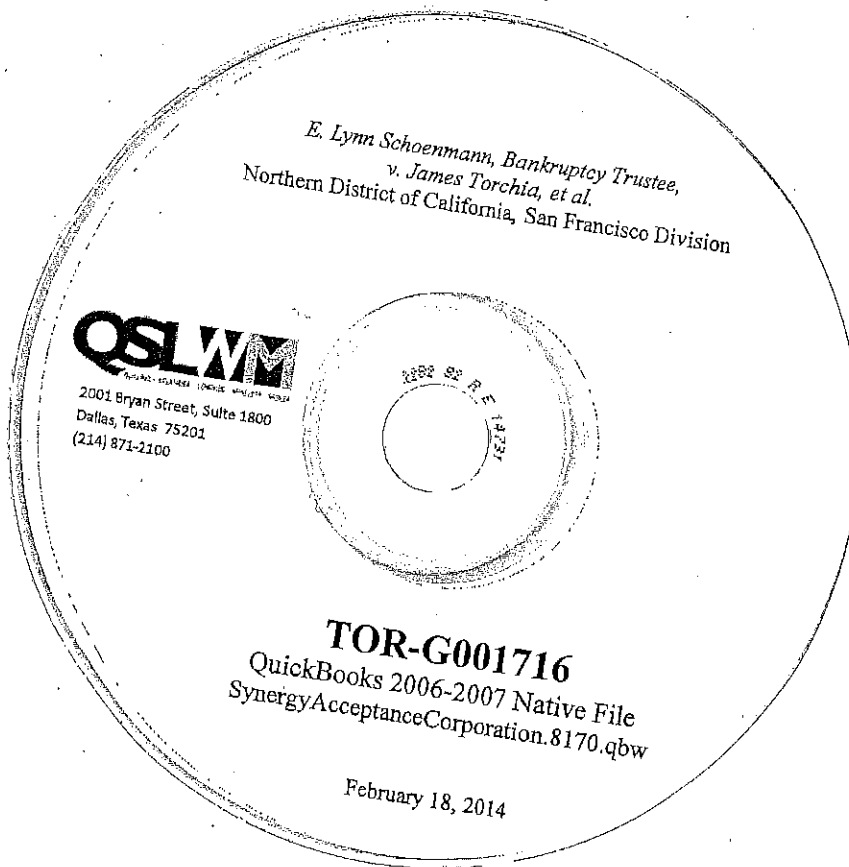
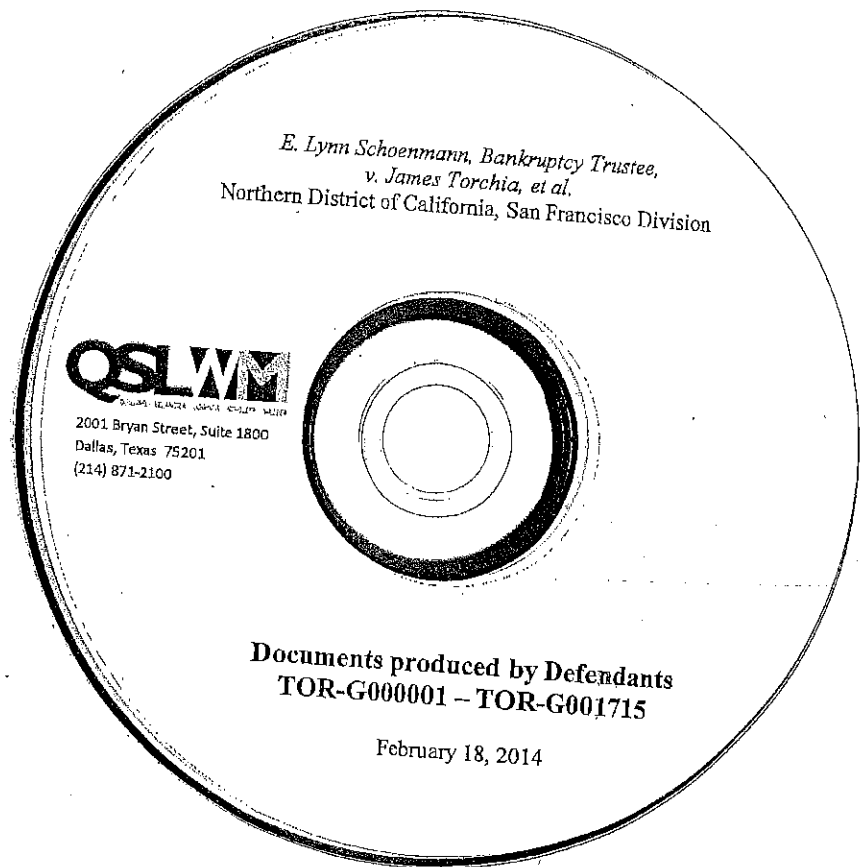
To the extent that a password is required to view any of the enclosed documents, use the following password: "harley99". Please contact my office if you have questions or have any problems retrieving the enclosed documents.

Sincerely,

Britt McClung

Enclosures
5487.0000

4814-4238-1848, v. 1



Britt McClung

From: Britt McClung
Sent: Monday, March 10, 2014 5:31 PM
To: Loren Kieve (lk@kivelaw.com)
Cc: Marc Celello (marc@celello.com); Michael Quilling; Hudson Jobe; marlis@mcallisterlaw.net; Dale Bratton; Michael A. Sweet
Subject: Schoenmann v. Torchia - Supplemental Document Production
Attachments: Bates Labeled Docs TOR-H000001 - TOR-H000049.pdf

Counsel,

Attached are documents that we have received in connection with the March 6 deposition of Charles Hall in the course of discovery in the pending Georgia litigation. We believe that these documents are already in your possession, but out of an abundance of caution, we are producing them with Bates labels TOR-H000001 through TOR-H000049.

Regards,

Britt McClung
Attorney at Law
Quilling, Selander, Lownds, Winslett & Moser, P.C.
2001 Bryan Street Suite 1800
Dallas, TX 75201
214-871-2100 (main)
214-880-1889 (direct)
214-871-2111 (fax)

Britt McClung

From: Britt McClung
Sent: Monday, March 10, 2014 6:15 PM
To: Loren Kieve (lk@kivelaw.com); Michael A. Sweet (MSweet@foxrothschild.com); Dale Bratton (DBratton@foxrothschild.com)
Cc: Marc Celello (marc@celello.com); Michael Quilling; Hudson Jobe; marlis@mcallisterlaw.net
Subject: Schoenmann v. Torchia - Second Amended Disclosures
Attachments: Second Amended Initial Disclosures.pdf

Counsel,

Attached are Defendants' Second Amended Initial Disclosures. A certificate of service is being filed with the Court showing delivery of same. Please let me know if you cannot access the document or if you have any questions.

Regards,

Britt McClung
Attorney at Law
Quilling, Selander, Lownds, Winslett & Moser, P.C.
2001 Bryan Street Suite 1800
Dallas, TX 75201
214-871-2100 (main)
214-880-1889 (direct)
214-871-2111 (fax)

1 CELELLO LAW GROUP, LLC
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2 BRANDON T. BRYSON (Georgia Bar No. 940663) (Admitted *Pro Hac Vice*)
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MCALLISTER LAW GROUP
5 MARLIS MCALLISTER (State Bar No. 124265)
141 First Street
6 Los Altos, California 94022
Telephone: (650) 948-7536
7 Facsimile: (650) 948-7502

8 Attorneys for Defendants,
JAMES A. TORCHIA; MARC A. CELELLO; THE
9 CLEAR SKIES HOLDING COMPANY LLC;
CARS 1ST LLC; CREDIT NATION AUTO
10 SALES, LLC; CREDIT NATION LENDING
SERVICES LLC; JARO LLC; NATIONAL
11 VIATICAL, INC.; RIVER GREEN INVESTMENT
MANAGEMENT LLC; and RIVER GREEN LLC

12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 In Re:
16 SYNERGY ACCEPTANCE CORP.
17 Debtor.

No. 11-31712-HLB-7
Chapter 7

18 E. LYNN SCHOENMANN, Trustee of the
19 Bankruptcy Estate of Synergy Acceptance
Corporation,

Adv. Pro. No. 12-03156-HLB

**DEFENDANTS' SECOND AMENDED
INITIAL DISCLOSURES**

20 Plaintiff,

21 vs.

Hon. Hannah L. Blumenstiel

22 JAMES A. TORCHIA, et al.,
23 Defendants.

25 COME NOW James A. Torchia; Marc A. Celello (sued herein as *Mark A. Celello*); The
26 Clear Skies Holding Company LLC; Synergy Motor Company; Cars 1st LLC; Credit Nation Auto
27 Sales LLC; Credit Nation Lending Services LLC; Jaro LLC; National Viatical, Inc.; River Green
28 Investment Management LLC; and River Green LLC, whom make the following initial disclosures

1 pursuant to Federal Rule of Civil Procedure 26(a), as made applicable to this adversary proceeding
2 by Federal Rule of Bankruptcy Procedure 7026, and the Court's Amended Order Re: Initial
3 Disclosures and Discovery Conference (Docket No. 51):

4 **I. Witnesses**

- 5 1. Ben Chui. *Whereabouts unknown*.

6 Course of dealing, negotiation of the sale, the Stock Purchase Agreement ("SPA"), the
7 Amended Stock Purchase Agreement ("ASPA"), payment of funds to Clear Skies
8 Holding Company, LLC ("Clear Skies"), creation of Synergy Equity LLC ("Synergy
9 Equity"), buyers' development of financing plan to fund purchase, management of the
10 Debtor following sale, and the Debtors' books and records after sale.

- 11 2. Charles Hall. *145 Lincoln Street, Carlisle, PA 17013; (717) 258-0701*.

12 Course of dealing, negotiation of the sale, the SPA, the ASPA, payment of funds to
13 Clear Skies, creation of Synergy Equity, buyers' development of financing plan to fund
14 purchase, management of the Debtor following sale, and the Debtors' books and
15 records after sale.

- 16 3. Triffany Mok. *Whereabouts unknown*.

17 Buyers' development of financing plan to fund purchase, management of the Debtor
18 following sale, and the Debtors' books and records after sale.

- 19 4. James Torchia. *c/o Celello Law Group, 9940 Highway 92, Suite 200, Woodstock, GA*
20 *30188; (404) 897-6000*.

21 Course of dealing, negotiation of the sale, the SPA, the ASPA, payment of funds to
22 Clear Skies, management of the Debtor prior to sale, and the Debtors' books and
23 records prior to sale.

- 24 5. Marc Celello. *c/o Celello Law Group, 9940 Highway 92, Suite 200, Woodstock, GA*
25 *30188; (404) 897-6000*.

26 Course of dealing, negotiation of the sale, the SPA, the ASPA, payment of funds to
27 Clear Skies, management of the Debtor prior to sale, and the Debtors' books and
28 records prior to sale.

1 6. Brandy Ouzts Biggs. *ADP, Inc., Mail Stop A-425, 5800 Windward Parkway,*
2 *Alpharetta, GA 30005; (770) 360-2753.*

3 The ASPA and payment of funds to Clear Skies.

4 7. Thomas E. Jones, Jr. *Chamberlain, Hrdlicka, White, Williams & Aughtry,*
5 *191 Peachtree Street, N.E., Thirty-Fourth Floor, Atlanta, GA 30303; (404) 658-5432.*

6 The ASPA and payment of funds to Clear Skies.

7 8. Nicholas S. Papleacos. *Chamberlain, Hrdlicka, White, Williams & Aughtry,*
8 *191 Peachtree Street, N.E., Thirty-Fourth Floor, Atlanta, GA 30303; (404) 658-5432.*

9 The ASPA and payment of funds to Clear Skies.

10 9. Jason Graham. *Graham and Penman, LLP, 17 Executive Park Drive, Suite 115,*
11 *Atlanta, GA 30329; (404)842-9380.*

12 Payment of funds to Clear Skies.

13 10. Kim Kruse. *285 Parkway 575, Woodstock, Georgia 30188; (678) 213-5626.*

14 Payment of funds to Clear Skies; management of the Debtor before and after sale, and
15 the Debtors' books and records before and after sale.

16 11. Rob Smith. *6000 Meridian Avenue, Acworth, GA 30101; (770) 335-5670.*

17 Course of dealing, negotiation of the sale, the SPA, the ASPA, and payment of funds to
18 Clear Skies.

19 12. Angela Tagliapietra. *c/o Ceello Law Group, 9940 Highway 92, Suite 200, Woodstock,*
20 *GA 30188; (404) 897-6000.*

21 Limited knowledge of negotiation of the sale and preparation of the SPA.

22 13. Ricky Quick. *Whereabouts unknown.*

23 Limited knowledge of negotiation of the sale and preparation of the SPA.

24 14. Matt Bohn. *c/o Credit Nation Lending Services LLC, 9940 Highway 92, Woodstock,*
25 *GA 30188; (770) 516-1999.*

26 Course of dealing and management of the Debtor before and after sale.

27 15. Melissa York. *285 Parkway 575, Woodstock, Georgia 30188; (678) 213-5626.*

28 Course of dealing and management of the Debtor before and after sale.

16. Kedi Chang, *Circle Partners, Bon Bini Business Center, Units 2B2K/2B2L, Schottegatweg Oost 10, Curaçao; +599 (9) 73 81 351.*

Funding by American Pegasus Auto Loan Fund Segregated Portfolio ("APAL").

17. Former Synergy Acceptance Corp. Investors, *Identified on Exhibit "A" attached hereto.*

Course of dealing as noteholder, repayment of note, and management of Debtor prior to sale.

II. Disclosure of Expert Testimony

1. Richard L. Morgan, *Consumer Finance Asset Management, 8333 Douglas Avenue, Suite 950, Dallas, Texas 75225; (214) 244-3537.*

Industry expert regarding valuation of auto loan portfolios.

2. James Hart, *Lightfoot Group, LLC, 1730 Mount Vernon Road, Suite G, Dunwoody, Georgia 30338; (678) 320-0079.*

Valuation expert regarding solvency of Synergy at time of transfer and equivalent value exchanged in the transfer.

Defendants reserve the right to supplement this disclosure to the extent that new information becomes available.

3. Documents, Tangible Things, and Electronically-Stored Information

1. Stock Purchase Agreement and related transaction documents.
2. Amended Stock Purchase Agreement and related transaction documents.
3. Loan portfolio information from the AMS computer program.
4. Emails in the possession of Marc Celcello.
5. Documents relating to Synergy's business operations before and after the sale.

Defendants reserve the right to supplement this disclosure to the extent that new information becomes available.

4. Damages

Not applicable.

1 **5. Insurance**

2 None.

3
4 DATED: March 10, 2014

5 QUILLING SELANDER LOWNDS
6 WINSLETT & MOSER, P.C.

7 By: /s/ Hudson M. Jobe
8 Hudson M. Jobe (TX Bar No. 24041189)
9 Admitted *Pro Hac Vice*

10 CELELLO LAW GROUP, LLC

11 By: /s/ Marc A. Celello
12 Marc A. Celello (GA Bar No. 950497)
13 Admitted *Pro Hac Vice*
14 Brandon T. Bryson (GA Bar No. 940663)
15 Admitted *Pro Hac Vice*

16 Attorneys for Defendants,
17 JAMES A. TORCHIA; MARC A.
18 CELELLO; THE CLEAR SKIES
19 HOLDING COMPANY LLC; CARS 1ST
20 LLC; CREDIT NATION AUTO SALES,
21 LLC; CREDIT NATION LENDING
22 SERVICES LLC; JARO LLC;
23 NATIONAL VIATICAL, INC.; RIVER
24 GREEN INVESTMENT MANAGEMENT
25 LLC; and RIVER GREEN LLC

26 4835-4967-1449, v. 1

LAW OFFICES

MACDONALD | FERNANDEZ LLP

IAIN A. MACDONALD
RENO F.R. FERNANDEZ III
MATTHEW J. OLSON

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MODESTO, CALIFORNIA 95354
TELEPHONE: (209) 549-7949
FACSIMILE: (209) 236-0172

IAIN A. MACDONALD
EXT. 203
IAIN@MACFERN.COM

July 17, 2013

VIA ELECTRONIC MAIL - lk@kivelaw.com

Loren Kieve, Esq.
Kieve | Law Offices
5A Funston Avenue
The Presidio of San Francisco
San Francisco, CA 94129-1110

RE: Schoenmann v. Torchia (In re Synergy Acceptance Corp.),
Adv. Pro. No. 12-03156—Discovery Responses

Dear Mr. Kieve:

In reply to your letter of July 11, 2013, please find attached the first set of responses to the Plaintiff's request for the production of documents. You will note the Defendants are producing documents that fall within some of the categories to which they have interposed objections. The Defendants' production of documents is not a waiver of those objections, which they specifically reserve.

The documents included are:

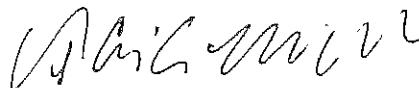
1. TOR 000010–TOR 000013 — Celello Personal Bank Statements and Celello Law Group Bank Statements (Request No. 176).
2. TOR 000014–TOR 000040 — Documents related to an escrow account established by the Amended Agreement (Request No. 152).
3. TOR 000041–TOR 000043 — Documents related to an “advance” to Synergy Motors (Request No. 124).
4. TOR 000044–TOR 000046 — Documents related to an “advance” to Dun Rite Automotive (Request No. 126).
5. TOR 000047–TOR 000050 — Documents related to an “advance” to National Viatical (Request No. 128).
6. TOR 000051–TOR 000056 — Documents related to an “advance” to Torchia (Request No. 130).
7. TOR 000057–TOR 000149 — Corporate records for Synergy Motor Company, predecessor in interest to Credit Nation Auto Sales, LLC (Request Nos. 33–40).

Loren Kieve, Esq.
July 17, 2013
Page 2

8. TOR 000150–TOR 000237 — Corporate records for JARO, LLC (Request Nos. 57–64).
9. TOR 000238–TOR 000428 — Corporate records for Credit Nation Auto Sales, LLC (Request Nos. 33–40).
10. TOR 000429–TOR 000526 — Corporate records for The Clear Skies Holding Company, LLC (Request Nos. 9–16).
11. TOR 000527–TOR 002677 — Documents related to entry into notes by the Unsecured Note Holders (Request No. 161).
12. TOR 002678–TOR 003109 — Documents related to the Amended Agreement (Request No. 152).

We are endeavoring to produce additional documents to you this week. Should you have any questions, please do not hesitate to call.

Very truly yours,



Iain A. Macdonald

cc: Client

LAW OFFICES

MACDONALD | FERNANDEZ LLP

221 SANSOME STREET
SAN FRANCISCO, CALIFORNIA 94104-2323

TELEPHONE (415) 362-0449
FACSIMILE (415) 394-5544
WWW.MACFERN.COM

IAIN A. MACDONALD
RENO F.R. FERNANDEZ III
MATTHEW J. OLSON



CENTRAL VALLEY OFFICE
914 THIRTEENTH STREET
MODESTO, CALIFORNIA 95354
TELEPHONE: (209) 549-7949
FACSIMILE: (209) 236-0172

MATTHEW J. OLSON
EXT. 205
MATT@MACFERN.COM

July 31, 2013

VIA ELECTRONIC MAIL - lk@kivelaw.com

Loren Kieve, Esq.
Kieve | Law Offices
5A Funston Avenue
The Presidio of San Francisco
San Francisco, CA 94129-1110

RE: *Schoenmann v. Torchia (In re Synergy Acceptance Corp.)*,
Adv. Pro. No. 12-03156—Discovery Responses & Additional Production

Dear Mr. Kieve:

In reply to your letters of July 22, 2013, and July 28, 2013, our prior letters are clear about the document requests to which we are responding. To clear up any confusion, however, we have responded to requests 1 through 16, 33 through 40, 57 through 64, 83, 86 through 91, 96 through 99, 104 through 106, 116 through 121, 124, 126, 128, 130, 151, 152, 154 through 157, 161, 164, 168, 173 through 177, and 180 through 184. As stated in our earlier letters, to the extent the Defendants are producing documents that fall within some of the categories to which they have interposed objections, the Defendants' production of documents is not a waiver of those objections, which they specifically reserve.

The Defendants engaged in an extensive search for records responsive to the request, including documents created after January 1, 2005. Their search is ongoing and if additional responsive documents are discovered, we will promptly supplement our production. The Defendants are withholding based upon the attorney-client privilege (1) emails between Mr. Torchia and Mr. Celello and (2) communications with Charles Hall from October 2010 to the present. As we indicated in our opposition to the motion to compel, the sheer volume of documents which are subject to the privilege makes production of a privilege log impracticable. *See* Adv. Comm. Notes to 1993 amended to Fed. R. Civ. P. 26(b).

As you know, Mr. Celello serves as counsel to Mr. Torchia and has served in that capacity since before January 1, 2005. They exchange multiple emails daily in furtherance of the representation. Additionally, Mr. Hall served as legal counsel to Torchia and River Green

Loren Kieve, Esq.
July 31, 2013
Page 2

regarding the formation and operation of River Green. These communications are unrelated to the allegations in the amended complaint and clearly subject to the attorney–client privilege.

As to the questions you raised in your July 28, 2013, letter:

Points 1–2

The Defendants produced the records in their possession or control for Credit Nation Auto Sales, LLC (and its predecessor, Synergy Motor Company); JARO LLC; and The Clear Skies Holding Company, LLC. Minutes of corporate meetings have not been produced because none exist; the Defendants advise us that all actions were taken by written resolution. *See, e.g.*, TOR 000080.

Point 3

The documents were produced in the manner in which they were kept. Copies of physical documents were Bates stamped and our cover letter clearly indicated what documents were produced in response to specific requests. Our production of electronic documents preserved the documents as they were kept in the ordinary course of business. The Defendants have met their obligations under the Federal Rules of Civil Procedure.

Point 4

The Defendants produced the copy of the “transaction binder” as provided by the Chamberlain law firm after the closing of the sale (Bates stamps TOR 002678–TOR 003109). The Defendants could not locate a hard copy of a “transaction binder” for the initial agreement, but produced electronic copies of documents in their possession on July 19, 2013. These documents were organized as they were kept in the ordinary course of business as required by Civil Rule 34(b)(2)(E)(i). As your request sought both original and drafts of documents, the Defendants produced everything in their possession.

Point 5

As to your request to specifically identify the documents that are being produced in response to a specific document requests, Civil Rule 34(b)(2)(E)(i) requires that the produced documents either be produced as they are kept in the ordinary course of business or grouped to correspond to the categories in the request. The electronic documents were produced to you as they were kept in the ordinary course as required by the Rule. The July 17, 2013 letter accompanying the Bates-stamped documents identified which pages were responsive to which requests. The Bates-stamped documents produced on July 19, 2013 (TOR 003110–TOR 003123) were responsive to request 176.

Points 6–10

TOR 000014 through TOR 000040 relate to release of funds escrowed pursuant to the Sims and Sweet lawsuit. These documents were provided to the Defendants by their attorneys in response to a request for an accounting of monies escrowed. There were no attachments to the documents when they were received.

Point 11

As stated in our July 17, 2013 letter, TOR 000041 is responsive to request number 124 for documents related to an “advance” to Synergy Motors.

Point 12

Yes, TOR 000057 through TOR 000149 constitutes all of the corporate records of Synergy Motor Company in the Defendants’ possession and control.

Point 13

Yes, TOR 000150 through TOR 000237 constitutes all of the corporate records of JARO LLC in the Defendants’ possession and control.

Points 14–16

Yes, as stated in our July 17, 2013 letter, TOR 000238 through TOR 000428 constitutes all of the corporate records of Credit Nation Auto Sales LLC in the Defendants’ possession and control.

Point 17

Yes, TOR 000429 through TOR 000526 constitutes all of the corporate records of The Clear Skies Holding Company LLC in the Defendants’ possession and control.

Point 18

As stated in our July 17, 2013 letter, TOR 000527 through TOR 002677 relate to request number 161 where you sought records relating to the entry into notes by the Unsecured Note Holders.

Point 19

For the remaining corporate defendants, we stand on our objections to the document requests. These entities were formed long after the events described in the amended complaint

Loren Kieve, Esq.
July 31, 2013
Page 4

and each has their own distinct corporate identity. We believe the requested documents are not discoverable.

Point 20

As an initial matter, Point 20 is unclear to what set of documents to which it refers. However, as the Defendants stated in our July 19, 2013 letter, they do not possess SAC's corporate records, including documents related to SAC's shareholder or share holdings, the issuance of shares by SAC, the consideration paid for issuance of SAC shares, the stock ledger of SAC, or SAC's board minutes, articles of incorporation, by-laws, or filings with regulatory authorities. If responsive documents are identified in the future, the Defendants will offer a supplemental response.

Point 21

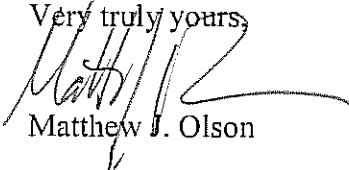
TOR 002678 through TOR 003109 are the complete and final set of formal documents related to the October 2007 amended and restated Stock Purchase Agreement. The documents related to the initial agreement were produced on July 19, 2013.

Additional Document Production

Finally, enclosed herewith please find a compact disc containing electronic copies of emails responsive to your request and produced in accordance with the Defendants' initial disclosures. The attached emails are responsive to requests numbers 81, 82, 84, 85, 88, 152, and 168. As discussed above, the Defendants have not produced privileged emails between Mr. Torchia and Mr. Celello or communications with Mr. Hall related to his representation of River Green.

The emails are produced as they were kept in the ordinary course of business and are separated into three Outlook data files. One contains emails related to the sale transaction, one contains emails with Brandy Biggs, and a third contains emails to Brandy Biggs. Mr. Celello advises us that he does not have copies of emails he sent prior to December 3, 2007, and we are therefore unable to produce any emails sent by Mr. Celello prior to that date. Additionally, we are producing TOR 003124 through TOR 003125, an email containing both privileged information and non-privileged information. We redacted the privileged information.

We trust this resolves your concerns. Should you have any questions, please do not hesitate to call.

Very truly yours,

Matthew J. Olson

cc: Client

**EXHIBIT****I**

300 CONSHOHOCKEN STATE RD.
SUITE 570
WEST CONSHOHOCKEN PA 18428
Direct Dial: 610.772.2300

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS
191 Peachtree Street N. E.
Thirty-Fourth Floor
ATLANTA, GA 30303-1747
404.659.1410 800.800.0745
Direct Dial: 404.658.5470
Direct Fax: 404.659.1852

1200 SMITH ST, SUITE 1400
HOUSTON, TX 77002-4310
TELEPHONE 713.658.1818

FACSIMILE TRANSMITTAL SHEET

Please deliver the following pages to:

NAME	FACSIMILE	CONTACT#	TIME SENT	SENT BY
1. Charles E. Hall, Jr.	678-564-1210	()		
2.	()	()		
3.	()	()		
4.	()	()		

FROM: Brandy O. BiggsDATE: November 8, 2007

CHWWM CLIENT NO. 008640-000000

Total Pages (Including This Page): 7**Original Will Follow Via:**☒ X Original will not follow☐ Certified Mail☐ Messenger☐ Regular Mail☐ Overnight Delivery**RE: Articles of Incorporation and Articles of Merger of Synergy Acceptance Corp.**

NOTE: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address. Thank you.

IF YOU HAVE ANY PROBLEMS RECEIVING THIS FAX, PLEASE CALL (404) 659-1410, AS SOON AS POSSIBLE.

Control No. 0640694

STATE OF GEORGIA

Secretary of State**Corporations Division****315 West Tower****#2 Martin Luther King, Jr. Dr.****Atlanta, Georgia 30334-1530**

CERTIFICATE OF INCORPORATION

I, **Cathy Cox**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

SYNGA CORP.**a Domestic Profit Corporation**

has been duly incorporated under the laws of the State of Georgia on **05/16/2006** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal of the City of Atlanta
and the State of Georgia on May 16, 2006



Cathy Cox
Secretary of State

Control No: 0640694
Date Filed: 05/16/2008 12:00 AM
Cathy Cox
Secretary of State

**ARTICLES OF INCORPORATION
OF
SYNGA Corp.**

Article I.

The name of the corporation is SYNGA Corp. ("Corporation").

Article II.

The Company is authorized to issue one million (1,000,000) shares of common stock.

Article III.

The registered office for the Corporation is 1170 Peachtree Street, N.E., Suite 275, Atlanta, Georgia, 30309. The registered agent for the Corporation is Celello Law Group, LLC, 1170 Peachtree Street, N.E., Suite 275, Atlanta, Georgia, 30309.

Article IV.

The name of the incorporator is Celello Law Group, LLC at 1170 Peachtree Street, N.E., Suite 275, Atlanta, Georgia, 30309.

Article V.

The mailing address of the principal office of the Corporation is 200 North Street, Canton, Georgia, 30114.

EXECUTION PAGE FOLLOWS

State of Georgia
Creation - Domestic Entity 3 Page(s)

TRUSTEE000077^SA



T0615315511

IN WITNESS WHEREOF, the undersigned has executed these Articles of
Incorporation.

This 15th day of May, 2006.

CELELLO LAW GROUP, LLC
Incorporator

By: 

Marc A. Celello

1170 Peachtree Street, NE, Suite 275

Atlanta, Georgia 30309

T: 404-897-6000

F: 404-897-7879

Control No. 0640694

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF MERGER

NAME CHANGE

I, **Cathy Cox**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 06/23/2006. Attached is a true and correct copy of the said filing.

Surviving Entity:
SYNGA CORP., a Georgia Profit Corporation

Changing its Name to:
SYNERGY ACCEPTANCE CORP., a Georgia Profit Corporation

Nonsurviving Entity/Entities:
SYNERGY ACCEPTANCE CORP., a California Profit Corporation

WITNESS my hand and official seal of the City of Atlanta
and the State of Georgia on June 23, 2006



Cathy Cox
Secretary of State

Control No: 0640694
Date Filed: 06/26/2008 12:00 AM
Cathy Cox
Secretary of State

**CERTIFICATE OF MERGER OF
SYNERGY ACCEPTANCE CORP., A CALIFORNIA CORPORATION
WITH AND INTO
SYNGA CORP., A GEORGIA CORPORATION**

0325701
646694

Pursuant to O.C.G.A § 14-2-1105 (b), SYNGA Corp. files this Certificate of Merger setting forth the following:

(1) Synergy Acceptance Corp., a California Corporation ("Synergy") is merging with and into SYNGA Corp., a Georgia Corporation ("SYNGA" or "Surviving Corporation"). From and after the Effective Date of the merger, as defined by Plan of Merger of Synergy Acceptance Corp., A California Corporation with and into SYNGA Corp., A Georgia Corporation, the Surviving Corporation will assume the name "Synergy Acceptance Corp.";

(2) From and after the effective date of the merger, the Articles of Incorporation of SYNGA Corp. shall be amended as follows: Article I shall be amended to read as follows: "The name of the corporation is Synergy Acceptance Corp.";

(3) The executed Plan of Merger of Synergy Acceptance Corp., a California Corporation With and Into SYNGA Corp., a Georgia Corporation ("Plan") is on file at the principal place of business of the Surviving Corporation, located at 200 North Street, Canton, Cherokee County, Georgia 30114;

(4) A copy of the Plan will be furnished by the Surviving Corporation, on request and without cost, to any shareholder of Synergy or SYNGA;

State of Georgia
Merger 3 Page(s)

TRUSTEE000077^SAC and Synga Corporation Merger 3 Page 6
70617723016

Case: 12-03156 Doc# 227 Filed: 04/24/14 Entered: 04/24/14 16:46:00 Page 31 of 104

**CERTIFICATE OF MERGER OF
SYNERGY ACCEPTANCE CORP., A CALIFORNIA CORPORATION
WITH AND INTO
SYNGA CORP., A GEORGIA CORPORATION**

(5) In accordance with the Georgia Business Corporations Code and the California Corporations Code, the Plan was duly approved by the shareholders of Synergy and the Surviving Corporation.

Dated: June 22nd, 2006

SYNGA Corp., a Georgia Corporation

By:

Marc A. Celello

Its: Secretary



P O Box 1407 • Alpharetta, GA 30009

Statement of Account

Last statement: June 30, 2007
This statement: July 31, 2007
Total days in statement period: 31
010-001-108-9 031 286
Page 1 of 84

EXHIBIT

J

SYNERGY ACCEPTANCE CORP.
9940 HWY 92
WOODSTOCK GA 30188-6417

Direct inquiries to:
770-576-4471

Summary of Account Balance

Account	Number	Ending Balance
Commercial Checking	010-001-108-9	\$1,431,390.12

Commercial Checking

Account Number 010-001-108-9

835 Enclosures

Beginning balance 201,388.01
Deposits/Credits 12,512,081.44
Withdrawals/Debits 11,282,079.33
Ending balance 1,431,390.12

Low balance -85,864.66
Average balance 3,013,870.82
Average collected balance 3,012,023.00

Checks

Number	Date	Amount
0	07-02	1,000.00
24939	07-24	850.00
26379 *	07-11	699.00
26472 *	07-20	10,216.00
26474 *	07-13	790.00
26484 *	07-18	9,637.00
27001 *	07-19	27,095.00
27059 *	07-03	12,978.00
27131 *	07-16	6,462.00
27141 *	07-06	827.99
27165 *	07-02	6,744.21
27215 *	07-23	9,375.00
27270 *	07-05	275.00
27305 *	07-24	9,364.00
27318 *	07-05	7,991.00
27323 *	07-18	7,170.00
27400 *	07-09	8,114.00
27419 *	07-12	4,118.00
27425 *	07-10	200.00
27445 *	07-10	3,992.00
27464 *	07-02	1,000.00
27481 *	07-02	6,874.00
27502 *	07-20	4,979.00
27503	07-10	12,420.00
27504	07-03	9,516.00

Number	Date	Amount
27518 *	07-02	354.78
27519	07-03	262.80
27521 *	07-03	312.05
27523 *	07-06	71.90
27525 *	07-02	60.00
27527 *	07-03	64.00
27528	07-02	31.84
27535 *	07-12	7,111.00
27549 *	07-18	125.00
27557 *	07-02	350.00
27560 *	07-02	500.80
27575 *	07-03	284.01
27581 *	07-02	7,037.00
27584 *	07-03	7,780.00
27586 *	07-13	7,410.00
27587	07-03	7,524.00
27588	07-03	6,672.00
27590 *	07-02	8,033.00
27593 *	07-13	9,595.00
27594	07-18	7,284.00
27601 *	07-17	12,908.00
27607 *	07-16	7,551.00
27611 *	07-02	7,733.00
27613 *	07-02	11,023.00
27615 *	07-05	4,025.00



Member FDIC
P O Box 1407 • Alpharetta, GA 30009

July 31, 2007

010-001-108-9

SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
27618	07-19	1,000.00
27622 *	07-12	75.00
27623	07-13	70.00
27626 *	07-03	1,440.00
27628 *	07-02	31,908.00
27631 *	07-02	319.20
27632	07-23	762.00
27644 *	07-23	7,477.00
27645	07-05	8,145.00
27646	07-03	7,363.00
27647	07-03	7,668.00
27648	07-02	8,090.00
27649	07-13	965.00
27651 *	07-02	4,203.00
27653 *	07-05	9,596.00
27654	07-03	12,871.00
27658 *	07-10	8,438.00
27659	07-03	10,672.00
27660	07-09	8,764.00
27661	07-02	6,829.00
27662	07-02	7,867.00
27665 *	07-02	6,426.00
27666	07-03	10,943.00
27669 *	07-09	525.00
27671 *	07-02	10,503.00
27674 *	07-11	7,846.00
27677 *	07-02	17,244.00
27678	07-05	18,647.00
27679	07-03	1,562.49
27680	07-06	250.52
27681	07-05	750.00
27682	07-05	330.92
27683	07-09	765.00
27684	07-06	416.67
27685	07-16	750.00
27686	07-05	455.21
27687	07-06	395.83
27688	07-02	562.50
27689	07-06	1,200.00
27690	07-02	208.33
27691	07-03	250.00
27692	07-06	166.67
27693	07-03	1,102.29
27694	07-06	1,677.09
27695	07-05	360.00
27696	07-03	641.67
27697	07-03	208.33
27698	07-05	427.08
27699	07-06	112.50
27700	07-05	375.00
27701	07-05	982.50

Number	Date	Amount
27703	07-05	375.00
27704	07-03	725.00
27705	07-05	187.50
27706	07-10	1,250.00
27707	07-03	761.58
27708	07-05	1,256.25
27709	07-05	395.83
27710	07-05	75.00
27711	07-05	205.83
27712	07-06	1,500.00
27713	07-09	262.50
27714	07-03	130.00
27715	07-02	3,623.00
27716	07-02	5,372.00
27717	07-09	50.00
27718	07-11	18,000.00
27719	07-03	59.54
27720	07-06	15,625.13
27721	07-02	1,383.00
27722	07-06	65.00
27723	07-11	600.00
27724	07-06	203.18
27725	07-02	1,635.97
27726	07-10	838.52
27727	07-05	820.00
27729 *	07-05	156.00
27730	07-02	63.63
27731	07-13	30.00
27732	07-03	615.00
27733	07-02	4,312.59
27734	07-06	235.74
27735	07-05	557.97
27736	07-05	180.50
27737	07-03	60.00
27738	07-05	2,966.36
27739	07-03	5,264.64
27740	07-03	839.14
27741	07-06	88.18
27743 *	07-02	225.00
27746 *	07-10	4,306.00
27747	07-16	8,167.00
27749 *	07-13	874.00
27750	07-03	6,461.00
27751	07-03	10,000.00
27753 *	07-02	13,028.00
27753 *	07-03	13,028.00
27754	07-16	14,937.00
27755	07-02	19,347.00
27756	07-02	869.95
27756 *	07-03	869.95
27757	07-05	8,669.00

July 31, 2007

010-001-108-9

SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
27759	07-12	10,974.00
27760	07-26	12,259.00
27761	07-03	6,374.00
27762	07-02	13,012.00 X
27762 *	07-03	13,012.00 X-
27763	07-02	10,092.00
27764	07-02	6,404.00
27765	07-02	7,650.00 N
27765 *	07-03	7,650.00 X-
27766	07-05	6,101.00
27767	07-03	8,993.00
27769 *	07-02	9,750.00 X
27769 *	07-03	9,750.00 X-
27770	07-02	12,958.00 X
27770 *	07-03	12,958.00 X-
27771	07-13	4,523.00
27772	07-13	9,406.00
27773	07-03	5,381.00
27774	07-02	9,098.00
27775	07-17	7,874.00
27776	07-03	6,845.00
27777	07-03	10,000.00
27778	07-03	7,023.00
27779	07-03	6,633.00
27780	07-18	7,575.00
27781	07-25	5,294.00
27782	07-02	5,821.00 N
27782 *	07-03	5,821.00 X-
27783	07-02	1,888.51 X
27783 *	07-03	1,888.51 X-
27784	07-13	6,799.00
27785	07-02	7,375.00 X
27785 *	07-03	7,375.00 X-
27787 *	07-03	11,394.00
27788	07-26	11,370.00
27789	07-03	6,623.00
27791 *	07-02	168.71
27792	07-06	398.75
27793	07-02	150.00
27794	07-02	12,763.00 N
27794 *	07-03	12,763.00 X-
27795	07-02	11,162.00 X-
27795 *	07-03	11,162.00 X
27796	07-02	2,270.92 X
27796 *	07-03	2,270.92 X-
27797	07-02	6,695.00 X
27797 *	07-03	6,695.00 X-
27798	07-02	2,211.58 X
27798 *	07-03	2,211.58 X-
27799	07-02	2,288.51 N
27799 *	07-03	2,288.51 X-
27800	07-02	2,241.58 X

Number	Date	Amount
27802 *	07-09	9,658.00
27803	07-13	6,654.00
27804	07-26	5,698.00
27805	07-13	8,343.00
27806	07-11	4,931.00
27807	07-13	11,456.00
27808	07-13	9,244.00
27810 *	07-11	11,103.00
27811	07-10	7,953.00
27812	07-13	6,077.00
27813	07-10	10,323.00
27814	07-12	9,509.00
27815	07-12	9,874.00
27816	07-27	7,413.00
27817	07-12	895.00
27818	07-24	8,165.00
27819	07-12	11,076.00
27820	07-17	736.52
27821	07-02	11,524.00 N
27821 *	07-03	11,524.00 X-
27822	07-27	10,642.00
27823	07-12	9,875.00
27824	07-09	7,986.00
27825	07-11	11,694.00
27826	07-11	12,755.00
27827	07-09	19,155.00
27829 *	07-09	11,565.00
27830	07-13	11,215.00 X
27831	07-12	11,210.00 X
27836 *	07-09	130.00
27837	07-09	477.13
27838	07-06	142.73 X
27839	07-06	92.31
27840	07-06	351.50
27841	07-03	7,564.00
27842	07-09	400.00
27843	07-13	100.00
27845 *	07-11	1,000.00
27846	07-23	300.00
27847	07-16	300.00
27848	07-19	1,000.00
27850 *	07-03	7,023.00
27851	07-03	16,995.00
27852	07-03	7,152.00
27853	07-03	7,437.00
27854	07-03	6,832.00
27855	07-03	23,596.00
27856	07-03	2,164.61
27857	07-03	2,088.51
27858	07-03	1,931.58
27859	07-18	7,058.00
27860	07-13	11,128.00



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SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
27862	07-12	5,702.00
27864 *	07-11	9,723.00
27865	07-23	4,646.00
27866	07-10	6,728.00
27867	07-26	6,975.00
27868	07-17	685.00
27869	07-18	8,419.00
27870	07-23	7,563.00
27871	07-11	6,515.00
27872	07-10	2,847.60
27873	07-10	780.00
27875 *	07-10	1,421.09
27876	07-11	3,539.49
27877	07-11	510.84
27878	07-03	1,294.00
27879	07-11	897.92
27880	07-09	1,127.64
27881	07-11	69.00
27882	07-11	125.00
27883	07-10	846.95
27884	07-09	702.68
27885	07-17	12,692.00
27886	07-17	1,943.00
27887	07-11	130.00
27888	07-10	2,601.88
27889	07-11	378.49
27890	07-17	262.16
27891	07-12	11,610.00
27892	07-09	500.00
27893	07-18	3,443.00
27894	07-12	10,982.00
27895	07-13	9,244.00
27896	07-17	6,017.00
27897	07-30	8,941.00
27898	07-16	8,208.00
27899	07-16	10,101.00
27900	07-13	6,745.00
27901	07-12	7,230.00
27903 *	07-23	6,081.00
27904	07-17	6,916.00
27905	07-18	10,009.00
27906	07-18	6,597.00
27907	07-13	851.25
27908	07-23	8,726.00
27909	07-13	9,272.00
27910	07-17	11,260.00
27911	07-17	7,702.00
27912	07-16	16,190.00
27914 *	07-11	7,841.00
27916 *	07-17	10,504.00
27917	07-16	7,973.00

Number	Date	Amount
27919	07-09	24,219.00
27921 *	07-09	7,122.00
27922	07-09	9,218.00
27923	07-09	1,869.95
27924	07-09	4,899.00
27925	07-09	15,093.00
27926	07-09	2,127.82
27927	07-09	1,853.88
27928	07-09	7,958.00
27929	07-09	4,028.00
27930	07-09	6,610.00
27931	07-09	1,871.80
27932	07-09	2,013.51
27933	07-09	16,007.00
27934	07-18	11,708.00
27935	07-12	12,196.00
27936	07-12	7,448.00
27937	07-13	6,179.00
27939 *	07-16	9,619.00
27940	07-13	9,296.00
27942 *	07-20	8,708.00
27943	07-11	7,827.00
27944	07-16	6,969.00
27945	07-16	6,929.00
27946	07-20	6,527.00
27947	07-12	7,232.00
27948	07-12	9,234.00
27949	07-16	5,664.00
27950	07-13	8,399.00
27951	07-13	8,383.00
27952	07-13	8,555.00
27953	07-16	10,801.00
27954	07-13	9,803.00
27955	07-16	11,340.00
27956	07-12	7,645.00
27957	07-30	12,633.00
27958	07-12	7,190.00
27959	07-24	5,076.00
27962 *	07-11	470.00
27963	07-17	71.00
27964	07-16	63,178.71
27965	07-18	25,000.00
27966	07-16	32,525.00
27967	07-11	1,725.00
27968	07-12	10,056.00
27969	07-12	1,669.95
27970	07-12	40,308.00
27971	07-12	7,190.00
27972	07-12	16,526.00
27973	07-12	11,240.00
27974	07-12	2,218.51

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SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
27976	07-12	7,162.00
27977	07-12	10,329.00
27978	07-12	7,588.00
27979	07-12	2,250.36
27980	07-20	8,924.00
27981	07-13	13,938.00
27982	07-13	8,152.00
27983	07-13	6,833.00
27984	07-18	7,290.00
27985	07-13	6,863.00
27987 *	07-17	9,549.00
27988	07-23	5,414.00
27989	07-16	7,623.00
27990	07-19	8,682.00
27991	07-20	1,122.50
27992	07-23	10,419.00
27993	07-18	10,077.00
27994	07-18	4,269.00
27995	07-18	12,687.00
27996	07-17	7,733.00
27998 *	07-18	11,183.00
27999	07-18	7,022.00
28000	07-24	8,120.00
28001	07-17	6,212.00
28002	07-16	7,055.00
28003	07-16	7,664.00
28004	07-24	5,779.00
28005	07-19	8,052.00
28006	07-23	923.00
28007	07-13	12,580.00
28008	07-20	6,436.00
28009	07-23	10,763.00
28010	07-16	9,479.00
28011	07-18	4,123.00
28012	07-17	6,981.00
28013	07-13	8,952.00
28014	07-16	15,250.00
28015	07-12	1,301.60
28016	07-17	130.00
28017	07-17	355.23
28018	07-18	29.17
28019	07-19	5,630.00
28020	07-19	166.89
28021	07-20	84.96
28023 *	07-19	100.00
28024	07-18	412.34
28025	07-24	40.00
28026	07-18	1,061.46
28028 *	07-16	4,165.00
28029	07-17	1,939.00
28030	07-17	12,231.00
28031	07-23	5,544.74
28032	07-25	313.00

Number	Date	Amount
28033	07-20	185.00
28034	07-20	346.53
28035	07-19	130.89
28036	07-13	7,297.00
28037	07-13	11,163.00
28038	07-13	1,888.51
28039	07-13	6,916.00
28040	07-13	9,839.00
28041	07-13	2,088.51
28042	07-13	2,307.58
28043	07-13	15,279.00
28044	07-13	7,122.00
28045	07-13	6,748.00
28046	07-18	11,602.00
28047	07-17	11,945.00
28048	07-17	11,541.00
28049	07-19	5,595.00
28050	07-24	9,993.00
28051	07-18	6,752.00
28052	07-17	8,957.00
28053	07-19	4,355.00
28054	07-17	5,273.00
28055	07-26	4,589.00
28056	07-20	8,497.00
28057	07-19	8,717.00
28058	07-17	6,374.00
28060 *	07-18	4,611.00
28061	07-26	5,182.00
28062	07-24	8,352.00
28063	07-17	12,747.00
28064	07-20	9,232.00
28065	07-18	979.00
28066	07-24	5,556.00
28067	07-20	6,844.00
28068	07-19	12,144.00
28069	07-23	4,783.00
28070	07-17	944.00
28071	07-26	3,071.00
28073 *	07-16	6,006.00
28075 *	07-24	5,345.00
28076	07-18	9,750.00
28077	07-18	8,758.00
28078	07-17	5,952.00
28079	07-23	7,226.00
28080	07-16	5,731.00
28081	07-17	15,406.00
28082	07-26	6,321.00
28083	07-19	10,344.00
28084	07-23	5,780.00
28085	07-16	8,490.00
28086	07-20	9,041.00
28087	07-24	6,616.00
28088	07-24	12,400.00



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SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
28089	07-19	600.00
28090	07-13	3,135.27
28091	07-20	3,154.64
28092	07-30	1,177.23
28093	07-19	1,705.97
28094	07-19	5,038.52
28095	07-24	284.52
28096	07-16	1,903.58
28097	07-16	6,856.00
28098	07-16	5,528.00
28099	07-16	7,613.00
28100	07-16	8,367.00
28101	07-16	6,919.00
28102	07-16	2,069.95
28103	07-16	7,505.00
28104	07-19	9,946.00
28105	07-25	7,590.00
28106	07-20	5,594.00
28107	07-18	8,335.00
28108	07-20	12,525.00
28109	07-20	7,793.00
28111 *	07-27	8,309.00
28112	07-19	8,804.00
28113	07-23	931.88
28115 *	07-23	13,723.00
28116	07-19	5,566.00
28117	07-20	13,609.00
28118	07-25	835.00
28119	07-17	2,304.00
28120	07-16	10,745.00
28121	07-16	14,223.00
28122	07-16	2,088.51
28123	07-16	18,446.00
28124	07-23	11,938.00
28125	07-20	5,766.00
28126	07-18	9,926.00
28127	07-19	5,430.00
28129 *	07-24	10,494.00
28130	07-19	6,262.00
28131	07-19	14,301.00
28133 *	07-25	986.00
28135 *	07-27	10,552.00
28136	07-20	9,268.00
28137	07-20	6,735.00
28138	07-23	8,792.00
28139	07-20	8,233.00
28141 *	07-19	250.00
28142	07-19	335.00
28143	07-19	350.00
28144	07-23	399.43
28145	07-19	500.00

Number	Date	Amount
28147	07-19	170.00
28148	07-18	10,287.79
28149	07-23	195.29
28150	07-27	102,765.00
28151	07-18	11,834.96
28152	07-17	2,271.58
28153	07-17	5,904.00
28154	07-17	8,299.00
28155	07-17	2,016.95
28156	07-17	12,313.00
28157	07-17	1,871.58
28158	07-17	5,939.00
28159	07-17	1,797.86
28160	07-17	7,663.00
28161	07-17	7,615.00
28162	07-17	2,069.95
28163	07-17	7,869.00
28164	07-17	1,869.95
28165	07-19	6,322.00
28166	07-30	536.21
28167	07-31	435.40
28168	07-23	8,728.00
28169	07-18	325.00
28171 *	07-25	480.00
28174 *	07-27	400.00
28175	07-24	1,000.00
28177 *	07-26	500.00
28178	07-25	800.00
28179	07-23	300.00
28180	07-25	200.00
28181	07-23	500.00
28182	07-20	1,022.00
28183	07-31	6,504.00
28184	07-30	5,068.00
28185	07-20	7,725.00
28186	07-19	8,758.00
28187	07-30	6,849.00
28188	07-25	6,368.00
28189	07-23	5,859.00
28190	07-23	6,005.00
28191	07-23	6,128.00
28192	07-24	7,566.00
28193	07-24	8,733.00
28194	07-19	4,980.00
28195	07-20	4,550.00
28197 *	07-26	8,002.00
28199 *	07-23	6,611.00
28200	07-25	8,714.00
28201	07-25	3,490.00
28202	07-23	6,268.00
28203	07-24	9,857.00

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SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
28206	07-25	7,114.00
28207	07-25	7,013.00
28209 *	07-23	8,057.00
28210	07-20	5,539.00
28211	07-30	6,683.00
28212	07-23	7,708.00
28214 *	07-26	12,732.00
28215	07-19	10,686.00
28216	07-23	1,028.00
28217	07-26	923.00
28218	07-25	12,930.00
28219	07-31	7,610.00
28220	07-20	6,792.00
28221	07-20	8,520.00
28222	07-24	6,561.00
28223	07-24	5,675.00
28224	07-25	8,497.00
28225	07-20	7,441.00
28226	07-27	5,197.00
28227	07-26	9,392.00
28228	07-20	4,708.00
28229	07-26	6,864.00
28230	07-20	8,007.00
28231	07-20	9,201.00
28232	07-20	11,552.00
28233	07-24	3,006.00
28234	07-20	273.90
28235	07-23	500.00
28236	07-23	2,862.00
28237	07-23	250.00
28238	07-25	1,122.49
28239	07-24	130.00
28240	07-23	2,739.00
28241	07-23	15,536.00
28242	07-27	50,692.00
28243	07-24	599.00
28244	07-25	600.00
28245	07-24	21.00
28246	07-26	26.10
28247	07-23	2,681.83
28248	07-24	84.80
28249	07-24	1,242.38
28250	07-27	439.44
28251	07-25	500.58
28253 *	07-31	17,999.02
28254	07-31	43,834.69
28255	07-25	17.47
28256	07-30	155.00
28257	07-30	130.00
28258	07-26	442.58
28259	07-31	4,189.66
28260	07-27	286.20
28261	07-24	54.00

Number	Date	Amount
28262	07-25	26.49
28263	07-24	3,154.25
28264	07-30	592.00
28265	07-24	169.23
28266	07-26	88.18
28267	07-26	25.00
28269 *	07-26	100.75
28270	07-24	100.00
28271	07-26	141.45
28272	07-26	700.00
28273	07-25	242.00
28274	07-24	227.81
28275	07-23	5,424.00
28276	07-27	200.00
28277	07-24	358.14
28278	07-25	173.45
28279	07-25	11,674.65
28280	07-25	825.00
28281	07-25	930.00
28283 *	07-30	3,899.00
28284	07-24	8,658.00
28285	07-25	1,007.00
28286	07-24	7,664.00
28288 *	07-20	8,037.00
28289	07-20	6,850.00
28290	07-20	7,356.00
28291	07-20	7,187.00
28292	07-20	1,809.95
28293	07-20	1,669.95
28294	07-20	1,669.95
28295	07-20	3,459.88
28296	07-20	2,348.51
28297	07-20	1,669.95
28298	07-20	6,819.00
28299	07-20	7,909.00
28300	07-20	10,510.00
28301	07-20	13,116.00
28302	07-24	6,959.00
28303	07-25	5,426.00
28304	07-25	6,508.00
28305	07-27	8,005.00
28306	07-25	6,638.00
28307	07-24	7,202.00
28308	07-26	3,831.00
28310 *	07-25	100.00
28311	07-31	853.60
28312	07-30	3,257.35
28313	07-25	3,306.00
28314	07-24	500.00
28315	07-24	11,065.00
28316	07-26	3,991.00
28317	07-30	6,696.00
28318	07-31	7,282.00



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SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
28319	07-24	5,433.00
28320	07-25	12,030.00
28321	07-30	10,516.00
28322	07-27	4,631.00
28323	07-27	5,301.00
28324	07-31	6,892.00
28325	07-27	4,075.00
28327 *	07-26	7,380.00
28329 *	07-30	8,486.00
28330	07-26	660.00
28332 *	07-26	7,361.00
28333	07-31	10,550.00
28334	07-26	7,055.00
28336 *	07-30	7,878.00
28337	07-26	8,861.00
28339 *	07-27	7,186.00
28341 *	07-30	7,438.00
28342	07-27	7,839.00
28343	07-26	7,508.00
28344	07-25	11,431.00
28347 *	07-26	7,944.00
28348	07-25	9,104.00
28349	07-25	9,859.00
28350	07-25	8,402.00
28351	07-24	2,260.79
28352	07-24	1,861.36
28353	07-24	5,468.00
28354	07-24	10,061.00
28355	07-24	4,940.00
28356	07-24	2,358.51
28357	07-24	2,121.58
28358	07-24	11,494.00
28359	07-24	11,377.00
28360	07-24	12,924.00
28361	07-24	12,944.00
28362	07-24	5,518.00
28363	07-26	1,566.00
28364	07-26	6,103.00
28366 *	07-30	104.37
28367	07-30	289.20
28368	07-27	800.00
28369	07-31	800.00
28370	07-30	300.00
28371	07-31	600.00
28372	07-30	100.00
28373	07-30	200.00
28374	07-31	200.00
28376 *	07-30	200.00
28377	07-30	100.00
28379 *	07-30	500.00
28380	07-27	900.00

Number	Date	Amount
28382	07-31	3,319.00
28386 *	07-31	7,298.00
28387	07-30	12,172.00
28389 *	07-27	7,929.00
28390	07-26	5,784.00
28391	07-31	6,338.00
28392	07-30	7,465.00
28393	07-26	7,577.00
28394	07-30	9,680.00
28396 *	07-30	5,530.00
28397	07-27	9,479.00
28398	07-26	18,000.00
28400 *	07-30	13,904.00
28401	07-26	4,701.00
28402	07-27	733.93
28407 *	07-27	8,501.00
28408	07-31	7,783.00
28409	07-26	6,513.00
28410	07-30	5,609.00
28411	07-30	4,438.00
28412	07-24	2,448.51
28413	07-24	13,666.00
28414	07-24	1,868.52
28415	07-24	2,164.61
28416	07-24	7,908.00
28417	07-31	152.00
28419 *	07-25	2,000.00
28421 *	07-31	2,230.82
28429 *	07-30	455.21
28432 *	07-31	1,200.00
28433	07-31	208.33
28436 *	07-31	1,102.29
28439 *	07-31	641.67
28445 *	07-31	208.33
28457 *	07-31	1,197.92
28460 *	07-30	7,733.00
28463 *	07-27	7,584.00
28467 *	07-27	8,107.00
28469 *	07-30	507.50
28470	07-31	5,272.00
28471	07-30	8,246.00
28472	07-30	7,922.00
28473	07-30	4,633.00
28474	07-30	3,502.00
28480 *	07-30	5,712.00
28482 *	07-30	7,785.00
28483	07-30	8,180.00
28484	07-27	7,755.00
28485	07-30	6,579.00
28486	07-30	9,843.00
28487	07-30	5,936.00

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SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
28489	07-30	3,687.00
28490	07-30	13,985.00
28492 *	07-30	3,735.00
28493	07-27	6,941.00
28494	07-30	8,251.00
28496 *	07-26	5,629.00
28497	07-26	1,859.95
28498	07-26	4,723.00
28499	07-26	7,395.00
28500	07-26	11,129.00
28501	07-26	14,163.00
28502	07-31	1,008.74
28503	07-27	855.00
28504	07-30	84.00
28505	07-30	275.00
28506	07-26	894.88
28513 *	07-30	27.65
28533 *	07-31	56.65
28536 *	07-30	753.00
28539 *	07-27	6,566.00
28540	07-30	7,964.00
28542 *	07-30	8,200.00
28543	07-27	13,263.00
28544	07-30	6,359.00
28545	07-30	4,604.00

Number	Date	Amount
28556 *	07-27	9,295.00
28557	07-27	12,149.00
28558	07-27	2,740.36
28559	07-27	6,222.00
28560	07-27	2,211.58
28561	07-27	7,767.00
28562	07-27	2,372.58
28582 *	07-31	4,882.00
28619 *	07-31	9,301.00
28620	07-31	2,288.51
28621	07-31	10,255.00
28622	07-31	4,870.00
28623	07-31	13,490.00
28624	07-31	2,218.51
28625	07-31	2,288.51
28631 *	07-31	11,059.00
28632	07-31	9,495.00
28635 *	07-31	13,708.00
28636	07-31	4,636.00
28637	07-31	6,910.00
28638	07-31	1,669.95
28639	07-31	5,825.00
28640	07-31	1,859.95
28641	07-31	12,833.00

* Skip in check sequence

Other Debits

Date	Transaction Type	Description	Amount
07-02	Preauthorized Wd	CB&T/Bkcd Mnthly Merch Fees 070629 000000010144193	5,445.83
07-03	Service Charge	Wire Transfer-IN	15.00 ✓
07-03	Overdraft Fee	For Overdraft Check 000000312056390	32.00 ✓
07-03	Overdraft Fee	For Overdraft Check # 27631	32.00 ✓
07-03	Overdraft Fee	For Overdraft Check # 27743	32.00 ✓
07-03	Overdraft Fee	For Overdraft Check # 27793	32.00 ✓
07-05	Service Charge	Wire Transfer-IN	15.00 ✓
07-05	Service Charge	Wire Transfer-IN	15.00 ✓
07-05	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 070705 392511310756GY6	27,157.23
07-05	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 070705 15GY6 070627A01	10,436.24
07-06	Preauthorized Wd	Adp Payroll Fees Adp - Fees 070706 10GY6 4803518	99.22
07-06	Service Charge	Stop Pay Charge	32.00 ✓
07-06	Service Charge	Stop Pay Charge	32.00 ✓
07-06	Service Charge	Stop Pay Charge	32.00 ✓
07-09	Db Adj/Correction	Same Item Included IN Dep Twice On 5/14/07 ADJ#194840 OP070907-1500	293.12
07-10	Service Charge	Wire Transfer-IN	15.00 ✓
07-10	Service Charge	Wire Transfer-IN	15.00 ✓

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SYNERGY ACCEPTANCE CORP.

Other Debits

Date	Transaction Type	Description	Amount
07-10	Transfer Debit	Transfer To Deposit Account 0100011667	347,669.21
07-10	Transfer Debit	Transfer To Deposit Account 0100010933	171,539.72
07-11	Service Charge	Wire Transfer-IN	15.00
07-11	Deposit Return Item	Rdi chargeback for seq 0143738330	500.00
07-11	Service Charge	Deposit Return lte	5.00
07-12	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 070712 460006842874GY6	27,728.07
07-12	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 070712 15GY6 071328A01	11,132.02
07-13	Transfer Debit	Transfer To Deposit Account 0100060011	3,096,940.00
07-13	Transfer Debit	Transfer To Deposit Account 0300040144	2,000,000.00
07-13	Preauthorized Wd	Adp Payroll Fees Adp - Fees 070713 10GY6 5019737	104.69
07-16	Service Charge	Wire Transfer-IN	15.00
07-18	Service Charge	Wire Transfer-IN	15.00
07-18	Service Charge	Wire Transfer-IN	15.00
07-19	Service Charge	Wire Transfer-IN	15.00
07-19	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 070719 567006221629GY6	26,779.71
07-19	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 070719 15GY6 072029A01	16,771.18
07-20	Preauthorized Wd	Adp Payroll Fees Adp - Fees 070720 10GY6 5257458	124.69
07-21	Transfer Debit	Transfer To Deposit Account 0100009646	424,221.91
07-23	Deposit Return Item	Rdi chargeback for seq 0220557170	411.35
07-23	Service Charge	Deposit Return lte	5.00
07-24	Service Charge	Wire Transfer-IN	15.00
07-24	POS Withdrawal	Bkcd Chargeback Chargeback SYNERGY ACCEPTANCE000000010144193	898.15
07-25	Service Charge	Wire Transfer-IN	15.00
07-26	Service Charge	Wire Transfer-IN	15.00
07-26	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 070726 753005255630GY6	29,391.18
07-26	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 070726 15GY6 072730A01	11,473.27
07-26	Preauthorized Wd	Bellsouth Consumer 070726 0860323	158.49
07-27	Service Charge	Wire Transfer-IN	15.00
07-27	Preauthorized Wd	Adp Payroll Fees Adp - Fees 070727 10GY6 5508784	120.80
07-31	Service Charge	Wire Transfer-IN	15.00
07-31	Preauthorized Wd	Orchard Bankcard 8882882188 070727	500.00
07-31	Preauthorized Wd	Wash Mutual Web Validation 070730 000000353212259	0.78

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SYNERGY ACCEPTANCE CORP.

Deposits/Other Credits

Date	Transaction Type	Description	Amount
07-02	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	17,122.66
07-02	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20415495	11,738.70
07-02	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	10,494.21
07-02	Remote Express Dep		7,352.09
07-02	Preauthorized Credit	Adp TX/Fincl Svc Adp - Tax 070702 220012386164GY6	857.09
07-02	Remote Express Dep		495.36
07-02	Remote Express Dep		432.80
07-02	Deposit		206.85
07-03	Wire Transfer-IN	Ap Auto Loan Fund -Atcloan Purchase AP AUTO LOAN FUND SP-ATC	1,743,696.58
07-03	Transfer Credit	Transfer From Deposit Account 0000133611	184,000.00
07-03	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20430342	18,038.34
07-03	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	8,568.35
07-03	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20448522	6,316.18
07-03	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20461505	3,981.59
07-05	Wire Transfer-IN	Ap Auto Loan Fund -Atcloan Purchase AP AUTO LOAN FUND SP-ATC	6,000,000.00
07-05	Wire Transfer-IN	Ap Auto Loan Fund -Atcloan Purchase AP AUTO LOAN FUND SP-ATC	182,113.28
07-05	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20479010	8,851.08
07-05	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	3,555.94
07-05	Deposit		651.00
07-06	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20497404	7,385.82
07-06	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20515800	1,826.54
07-06	Remote Express Dep		990.33
07-06	Remote Express Dep		886.00
07-06	Remote Express Dep		841.03
07-09	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20525256	9,249.24
07-09	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	338.00
07-10	Wire Transfer-IN		427,608.00
07-10	Wire Transfer-IN		172,258.00
07-10	Remote Express Dep		9,111.14
07-10	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20540863	7,573.58



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SYNERGY ACCEPTANCE CORP.

Deposits/Other Credits

Date	Transaction Type	Description	Amount
07-10	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20559055	4,356.17
07-10	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	2,894.80
07-10	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20569845	1,801.42
07-10	Remote Express Dep		50.00
07-11	Wire Transfer-IN		233,728.00
07-11	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	16,573.52
07-11	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20584379	7,151.93
07-11	Remote Express Dep		2,968.00
07-11	Deposit		812.00
07-12	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20601652	3,545.56
07-13	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20612801	5,945.74
07-13	Preauthorized Credit	Adp TX/Fincl Svc Adp - Tax 070713 602006930101GY6	355.23
07-16	Wire Transfer-IN		415,501.00
07-16	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20629628	6,676.35
07-17	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20639677	13,745.84
07-17	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20657465	8,200.58
07-17	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20674333	965.28
07-17	Deposit		716.00
07-18	Wire Transfer-IN		405,072.00
07-18	Wire Transfer-IN		11,610.00
07-18	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20686420	7,731.96
07-18	Remote Express Dep		411.35
07-18	Remote Express Dep		80.00
07-19	Wire Transfer-IN		290,382.00
07-19	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	74,002.17
07-19	Remote Express Dep		24,447.60
07-19	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20697215	3,715.11
07-20	Cr Adj/Correction	196599	12,958.00
07-20	Cr Adj/Correction	196597	12,763.00
07-20	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	12,659.84
07-20	Cr Adj/Correction	196598	9,750.00
07-20	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20711680	4,728.81
07-23	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	17,497.27

July 31, 2007

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SYNERGY ACCEPTANCE CORP.

Deposits/Other Credits

Date	Transaction Type	Description	Amount
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27753 ADJ#196600 OP072307-1010	13,028.00
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27762 ADJ#196600 OP072307-1016	13,012.00
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27821 ADJ#196597 OP072307-1001	11,524.00
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27795 ADJ#196597 OP072307-1007	11,162.00
07-23	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20726016	7,803.71
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27765 ADJ#196600 OP072307-1011	7,650.00
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27785 ADJ#196600 OP072307-1012	7,375.00
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27797 ADJ#196597 OP072307-1005	6,695.00
07-23	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	6,581.69
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27782 ADJ#196600 OP072307-1013	5,821.00
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27799 ADJ#196597 OP072307-1003	2,288.51
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27796 ADJ#196597 OP072307-1006	2,270.92
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27800 ADJ#196597 OP072307-1002	2,241.58
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27798 ADJ#196597 OP072307-1004	2,211.58
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27783 ADJ#196600 OP072307-1014	1,888.51
07-23	Cr Adj/Correction	To Cvr Dup Posting Ck#27756 ADJ#196600 OP072307-1015	869.95
07-24	Wire Transfer-IN		344,188.00
07-24	Remote Express Dep		30,350.79
07-24	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20740582	14,864.61
07-24	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20757817	9,436.81
07-24	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20778121	1,000.00
07-24	Deposit		461.55
07-25	Wire Transfer-IN		500,934.00
07-25	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	22,263.32
07-25	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	10,034.04
07-25	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20786546	5,469.07
07-26	Wire Transfer-IN		193,140.00
07-26	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20801039	6,119.17
07-27	Wire Transfer-IN		522,257.00



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SYNERGY ACCEPTANCE CORP.

Deposits/Other Credits

Date	Transaction Type	Description	Amount
07-27	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000101441937	12,622.05
07-27	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20812449	7,219.36
07-30	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	16,297.57
07-30	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20827681	10,773.59
07-30	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	10,477.80
07-30	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	5,684.13
07-31	Wire Transfer-IN		183,943.00
07-31	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20842594	15,786.45
07-31	Remote Express Dep		14,028.07
07-31	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20862562	7,019.18
07-31	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,20877601	4,905.20
07-31	Remote Express Dep		46.14
07-31	Preauthorized Credit	Wash Mutual Web Validation 070730 000000353212259	0.74
07-31	Preauthorized Credit	Wash Mutual Web Validation 070730 000000353212259	0.04

Balance Summary

Date	Amount	Date	Amount	Date	Amount
06-30	201,388.01	07-12	7,247,469.98	07-23	1,156,659.50
07-02	-85,864.66	07-13	1,827,279.14	07-24	1,252,193.10
07-03	1,476,501.76	07-16	1,858,049.74	07-25	1,628,106.40
07-05	7,559,743.64	07-17	1,598,695.66	07-26	1,540,296.74
07-06	7,547,656.45	07-18	1,778,231.25	07-27	1,726,155.26
07-09	7,381,877.66	07-19	1,944,195.97	07-30	1,469,545.63
07-10	7,423,345.80	07-20	1,687,367.21	07-31	1,431,390.12
07-11	7,574,736.93	07-21	1,263,145.30		



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MATTHEW J. OLSON

July 19, 2013

VIA ELECTRONIC MAIL - lk@kivelaw.com

Loren Kieve, Esq.
Kieve | Law Offices
5A Funston Avenue
The Presidio of San Francisco
San Francisco, CA 94129-1110

RE: *Schoenmann v. Torchia (In re Synergy Acceptance Corp.)*,
Adv. Pro. No. 12-03156—Discovery Responses & Additional Witness

Dear Mr. Kieve:

In reply to your letter of July 11, 2013, please find attached the second set of responses to the Plaintiff's request for the production of documents. To the extent the Defendants are producing documents that fall within some of the categories to which they have interposed objections the Defendants' production of documents is not a waiver of those objections, which they specifically reserve.

Specifically addressing the document requests:

1. Each document that relates to the shareholders or share holdings of SAC.

The Defendants do not possess any documents responsive to this request.

2. Each document that relates to the issuance of any shares by SAC.

The Defendants do not possess any documents responsive to this request.

3. Each document that relates to the consideration paid or given for the issuance of any shares of SAC.

The Defendants do not possess any documents responsive to this request.

4. Each document that relates to the stock ledger or list of shareholders of SAC.

The Defendants do not possess any documents responsive to this request.

5. Each document that relates to the board minutes of SAC.

The Defendants do not possess any documents responsive to this request.

6. Each document that relates to the charter or articles of incorporation of SAC.

The Defendants do not possess any documents responsive to this request.

7. Each document that relates to the by-laws of SAC.

The Defendants do not possess any documents responsive to this request.

8. Each document that relates to any filings or submissions by SAC with or to any regulatory authority, including without limitation any state chartering or corporate regulatory authority.

The Defendants do not possess any documents responsive to this request.

83. Each document that relates to any communication with Tiffany Mok.

The Defendants do not possess any documents responsive to this request.

86. Each document that relates to the June 30, 2007 purchase by SAC of 600 shares of its own stock from Robert E. Smith.

Responsive documents are produced herewith.

87. Each document that relates to the share holdings of SAC stock of David A. Kagel.

Responsive documents are produced herewith.

88. Each document that relates to the June 30, 2007 "Stock Purchase Agreement" (the "Initial Agreement").

Responsive documents are produced herewith.

89. Each document that relates to the closing of the Initial Agreement.

Responsive documents are produced herewith.

90. Each document that relates to the transfer of any shares as a result of or pursuant to the Initial Agreement.

Responsive documents are produced herewith.

91. Each document that relates to the transfer of funds as a result of or pursuant to the Initial Agreement.

Responsive documents are produced herewith.

96. Each document that relates to Synergy Equity.

Responsive documents are produced herewith.

97. Each document that relates to any transaction between Synergy Equity and SAC.

Responsive documents are produced herewith.

98. Each document that relates to any communication between Synergy Equity and SAC.

Responsive documents are produced herewith.

99. Each document that relates to any transfer of funds between Synergy Equity and SAC.

The Defendants do not possess any documents responsive to this request.

104. Each document that relates to any transaction between Synergy Equity and Clear Skies.

Responsive documents are produced herewith.

105. Each document that relates to any communication between Synergy Equity and Clear Skies.

Responsive documents are produced herewith.

106. Each document that relates to any transfer of funds between Synergy Equity and Clear Skies.

Responsive documents are produced herewith.

116. Each document that relates to any transaction between Synergy Equity and Torchia.

Responsive documents are produced herewith.

117. Each document that relates to any communication between Synergy Equity and Torchia.

Responsive documents are produced herewith.

118. Each document that relates to any transfer of funds between Synergy Equity and Torchia.

Responsive documents are produced herewith.

119. Each document that relates to any transaction between Synergy Equity and Celello.

Responsive documents are produced herewith.

120. Each document that relates to any communication between Synergy Equity and Celello.

Responsive documents are produced herewith.

121. Each document that relates to any transfer of funds between Synergy Equity and Celello.

The Defendants do not possess any documents responsive to this request.

151. Each document that relates to the transfer of all shares of SAC to Synergy Equity as part of the June 30, 2007 transfer.

Responsive documents are produced herewith.

152. Each document that relates to the Amended and Restated Stock Purchase Agreement dated October 15, 2007 ("Amended Agreement").

Responsive documents are produced herewith.

154. Each document that relates to any payment made to or received by Clear Skies directly or indirectly as a result of or pursuant to the Amended Agreement.

Responsive documents showing are produced herewith.

155. Each document that relates to any payment made to or received by Celello directly or indirectly as a result of or pursuant to the Amended Agreement.

Responsive documents are produced herewith.

156. Each document that relates to any payment made to or received by Torchia directly or indirectly as a result of or pursuant to the Amended Agreement.

Responsive documents are produced herewith.

157. Each document that relates to any payment made to or received by any person or entity as a result of or pursuant to the Amended Agreement.

Responsive documents are produced herewith.

164. Each document that relates to the issuance on or about October 15, 2007 by SAC of 999,300 shares of SAC stock to Synergy Equity.

Responsive documents are produced herewith.

168. Each document that relates to a "First Amendment" to the October 15, 2007 "Amended Agreement" entered into in or about December 2007.

Responsive documents are produced herewith.

173. Each document that relates to the 10-year 10% notes from Synergy Equity to APAL.

The Defendants do not possess any documents responsive to this request.

174. Each document that relates to the transfers by APAL on or about the following dates of the following amounts to Synergy Equity:

Date:	Amount:
10/11/2007	\$7,500,000
12/03/2007	\$2,875,000
01/28/2008	\$3,200,000
Total:	\$13,575,000

The Defendants do not possess any documents responsive to this request.

175. Each document that relates to the transfers on or about the following dates through or by Synergy Equity and SAC to Clear Skies:

7/13/2007	\$5,096,940
10/10/2007	\$7,500,000
12/03/2007	\$2,875,000
1/29/2008	\$3,200,000

Responsive documents are produced herewith.

176. Each document that relates to any receipt, directly by Torchia, Celello or any defendant of any of the funds transferred on the following dates by Synergy Equity and SAC to Clear Skies:

7/13/2007	\$5,096,940
10/10/2007	\$7,500,000
12/03/2007	\$2,875,000
1/29/2008	\$3,200,000

Responsive documents are produced herewith.

177. Each document that relates to the receipt, directly, indirectly, mediately or subsequently, by Torchia of any of the roughly \$20 million paid to an Atlanta, Georgia law firm by the name of Chamberlain (and an attorney at that firm, Nicholas Pappleacos).

Responsive documents are produced herewith.

180. Each document that relates to the repayment of \$13,575,000 in notes by SAC to APAL.

The Defendants do not possess any documents responsive to this request.

181. Each document that relates to whether or not \$13,575,000 in notes were repaid by SAC to APAL.

The Defendants do not possess any documents responsive to this request.

182. Each document that relates to a December 31, 2008 "Auto Contracts Purchase Agreement" between Synergy Equity and APAL.

The Defendants do not possess any documents responsive to this request.

183. Each document that relates to the purchase in or about February 2009 by SAC of an auto loan portfolio for approximately \$12 million.

The Defendants do not possess any documents responsive to this request.

184. Each document that relates to the sale in or about February 2009 by SAC to APAL of an auto loan portfolio for approximately \$38.2 million.

The Defendants do not possess any documents responsive to this request.

Loren Kieve, Esq.
July 19, 2013
Page 7

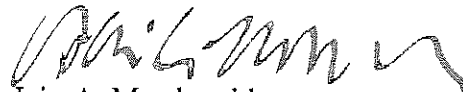
We are expecting an additional tranche of documents early next week and will promptly produce those documents once they are received.

Additionally, in reviewing our initial disclosures we realized that one potential witness was unintentionally omitted. This additional witness is Michael R. Stresser, CPA, CFE. Mr. Stresser may have information about the Debtor's financial statements, the sale, and management of the Debtor before the sale. He may be contacted at:

Stresser & Associates, PC
8505 Dunwoody Place
Building 12
Atlanta, GA 30350
Telephone: (770) 640-6400

Should you have any questions, please do not hesitate to call.

Very truly yours,



Iain A. Macdonald

cc: Client

Auto Contracts Pre-Purchase Loan Origination Fees Agreement

THIS AGREEMENT, made June 22, 2007, by and between American Pegasus Auto Loan Fund SP, Curacao, Netherlands Antilles as "Buyer" and Synergy Acceptance Corp., a Georgia Corporation, located at 200 North Street, Canton, GA 30114, and all persons, whether corporate or individual, who have executed this agreement (the "Agreement"), as "Seller".

RECITALS

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to buy from Seller installment sales contracts (the "Contracts") over the course of calendar year 2007 and 2008 and wishes to prepay Seller the loan origination fees in return for which Seller will give Buyer a 10% discount from Seller's usual and customary price (customary price is 4.5% of the principal balance of the Contracts) thereby permitting Buyer to pay 4.05% of the principal balance of the Contracts as to such loan origination fees; and

WHEREAS, the parties hereto agree that "Contracts" includes all security agreements, conditional sales contracts, commercial documents, other instruments, property rights and all additional rights, including but not limited to all rights Dealer Agreements with respect to the Contracts and security of every kind and nature pertaining to the Contracts.

NOW, THEREFORE, in consideration of the mutual promised and covenants contained herein, it hereby agreed by the parties hereto that:

PARAGRAPH ONE

Seller hereby agrees to sell to Buyer, its successors and assigns, during calendar year 2007 and 2008, Contracts which have a total Principal Value of US\$148,148,148.

PARAGRAPH TWO

The purchase price to be paid by Buyer to Seller for the prepayment of the Contracts is Six Million Dollars (US\$6,000,000). In the event of any error in computation in arriving at the purchase price or in the final accounting, the party benefiting from the error shall reimburse the other for any sum due thereunder upon submission of satisfactory evidence of such error.

PARAGRAPH THREE

- a) With respect to each Contract, Seller hereby represents, warrants and covenants unto Buyer as follows:

1. Buyer, upon acquisition of the Contracts from Seller will be the lawful owner thereof, free and clear of all claims, liens or encumbrances, whatsoever.
2. Each Contract will be valid and existing as of the time of delivery, will be an unconditional obligation of the obligor thereof and free of all defenses, real or alleged, whether in law or equity; and all persons and/or entities executing the Contracts will have had authority and capacity to so contract.
3. Each Contract will comply with all applicable legal requirements of federal, state, and municipal governments or agencies thereof, including the Federal Truth in Lending Act, the Federal Fair Credit Reporting Act, the Federal Equal Credit Opportunity Act, and all Federal Trade Commission administrative regulations, rules and in conformance with any other rules or regulations adopted by the Federal Trade Commission during calendar year 2007.
4. Neither Seller nor any of its agents or employees will in any manner have been guilty of any civil or criminal fraud or misrepresentation with respect to the creation or servicing of the Contracts or the transfer or assignment to Buyer.
5. None of the credit relating to any of the Contracts will be of a gratuitous nature or will be given in consideration other than for payment or money will be given for a payment made by any corporate parent, affiliate or subsidiary, or by any employee or agent of Seller or its predecessor-in-interest or any prior holder thereof; and no Contract will arise from any renewal granted for the purpose of concealing a contractual delinquency.
6. None of the buyers, obligors, endorsers, sureties, or guarantors named in the Contracts will be deceased, the subject of any current proceeding in bankruptcy, or identified as a Specially Designated Person by the Office of Foreign Assets Control of the U.S. Department of Justice.
7. The creation, servicing, and sale of the Contracts will comply with all applicable state and federal consumer credit, motor vehicle sales, financing, auto dealer and consumer protection statutes and regulations promulgated thereunder as well as all other laws, regulations, and rules pertaining to the type of character of contract agreements and transactions represented by the Contracts.
8. Seller or its predecessor-in-interest, or their agents or affiliated agents, will have registered all vehicles described in the Contracts in compliance with the vehicle laws of the state in which the respective obligor resides, showing the obligor as registered owner and Seller as first perfected lien-holder (secured party).
9. To the best of Seller's knowledge, each vehicle to be financed under the Contracts will be covered by comprehensive and collision insurance, protecting Buyer's interest in the vehicle, and will be in a form and amount acceptable to Buyer.

10. All goods and services included in the Contracts will be free from defects and will have been installed, delivered, and accepted by the subject obligor.
11. The descriptions of the vehicles, goods and services, in the Contracts will be true, accurate, and complete.
12. Each obligor's name in the Contracts will be bona fide. Each obligor will have had the legal capacity to enter into a Contract and each obligor's signature on each Contract will be genuine.
13. The down payment shown in the Contracts will have been made in cash or its equivalent trade-in-value by the obligor and no part of the down payment shown in the Contracts will have been lent to the obligor, directly or indirectly, by Seller, its predecessor-in-interest or any of their agents and affiliates.
14. The obligor under each Contract will have no right to rescind the purchase of the goods and services that are the subject of the Contract and will have made no attempt to rescind.
15. The Contracts will represent a consumer purpose credit sale of a motor vehicle.
16. The obligor's price paid for each vehicle and for any other goods or services sold in connection with the sale of any vehicle and so purchased under the Contracts will not in any manner have been increased to recoup, adjust or compensate for any dealer discounts charged by anyone, including Seller.
17. Neither Seller, nor any of its agents or employees will have any reason to believe that as of the date of each of the Contracts that the odometer reading on the related vehicle is inaccurate.
18. All legally required notices regarding the Contracts including, but not limited to, notices of all prior incidences of the subject vehicle's involvement in traffic or other accidents, the vehicle's prior use or physical damage, including flood damage, to the vehicle will have been provided to the respective obligor.
19. Seller acknowledges that Buyer will rely upon information appearing in the Contracts, the records of Seller for each Contract, and upon other pertinent records maintained by or under the control of Seller and to be delivered to Buyer and, in the light of such acknowledgment Seller specifically warrants that each item of information contained in and appearing upon said records and documents will accurately and truthfully reflect the true status of the Contracts and indebtedness to which said records and documents are related.
20. Notwithstanding any other provision hereof, Seller warrants that each Contract will be secured by a valid and legal perfected first lien upon the collateral described therein unless a different type or rank of lien is described in specific detail upon Seller's Payment History Ledger Card.
21. Notwithstanding any other representations, warranties, or covenants herein, Seller covenants that as of the delivery date of each Contract, Buyer shall have received all of the respective obligor's scheduled

payments on each Contract that are due and payable as of such delivery date. Seller further agrees that any payments received by Seller from the Contracts from and after the delivery date shall be turned over immediately to Buyer in the form of received or certified funds.

22. Seller will not take any action and will refrain from taking any action that would cause or tend to cause repossession from Buyer, or otherwise sell another vehicle to any previous obligor that will result in repossession from Buyer.

- (b) It is hereby acknowledged that the Buyer shall have relied upon the representations and warranties expressed herein irrespective of any inspection or knowledge on its part of anything inconsistent with such representations and warranties. The representations and warranties contained herein shall survive the purchase of the Contracts and shall expire only upon the retirement of all the Contracts and expiration of all applicable statutes of limitations to any cause of action arising out of, or related to, the Contracts. For this purpose, the Contracts will not be deemed retired or paid in full if refinanced by Buyer or an affiliate or paid out of the proceeds of a new extension of credit from Buyer or an affiliate to the obligor, whether or not a new cash advance is made by Buyer or affiliate.

PARAGRAPH IV

- a) In the event any representation, warranty, or covenant made by Seller is incorrect in any material respect, Seller shall, no later than thirty (30) days after receiving a written notice from Buyer specifying the particular defect, pay Buyer in lawful money of the United States of America, the of the unpaid Principal Balance of such Contract as originally determined at the time of purchase. Upon payment by Seller to Buyer for such Contract, Buyer shall reassign and set the Contract over to Seller without recourse in recordable form.
- b) Seller's obligation to repurchase as set forth in this Paragraph shall not be affected by any modification by Buyer of the terms of any Contract sold to Buyer, including any extension of the time payment deemed desirable by Buyer, any release or addition of any obligor, any release of substitution of collateral, with or without notice to Seller. Seller hereby waives presentment of any of said Contracts, demand of payment, protest, and notice of nonpayment or protest thereof.
- c) Seller further waives any right to require Buyer to: (1) Proceed against any person; (2) Proceed against or exhaust any rights under the receivables as to the Contracts; or (3) pursue any other remedy in Buyer's power as against any other persons or property.
- d) Seller shall also defend and hold Buyer harmless from any claims, liabilities, causes of action, and judgments arising out of, resulting from, or concerning any of the matters covered by the foregoing representations or warranties.

PARAGRAPH V

The closing of this transaction shall occur on the Closing Date, at an hour to be mutually agreed upon, and such Closing Date shall occur on June 22, 2007 or such other date as may be mutually agreed upon. At the closing, when Seller buyer will cause to be delivered to Seller, or its order, the full amount of the pre-payment of loan origination price, except as otherwise provided for herein.

PARAGRAPH VI

Seller shall do the following at the time of closing this purchase or at the time of the future delivery with respect to all Contracts:

1. Execute and deliver as part of this Agreement, a Limited Power of Attorney appointing Buyer to act as Seller's agent and attorney as therein stated, which Limited Power of Attorney is attached to this Agreement and made a part hereof.
2. Deliver to Buyer the original Contracts and all files and records relating to each Contract.
3. Seller agrees to furnish Buyer with, prior to or at the closing or at the time of delivery of any Contract, certified resolutions of its directors and consent of its stockholders, in form and in substance acceptable to Buyer, authorizing Seller to enter into the Agreement.

PARAGRAPH VII

Seller agrees to repurchase each unverified Contract upon notice from Buyer that a Contract cannot be verified. The verification of a Contract shall consist of an acknowledgment by a person named as an obligor on the Contract which states that such person is indebted according to the Contract to the extent of the outstanding balance reflected on Seller's records, and the receipt of ONE FULL MONTH'S SCHEDULED PAYMENTS (or the contractual equivalent of one month's worth of payments) from an obligor on such contract by Buyer. Such acknowledgment and payment must be received by Buyer within thirty (30) days from the date of purchase of the Contracts. Buyer agrees to use reasonable efforts to verify the Contracts. Seller agrees to repurchase any unverified Contract at the same percentage Buyer paid therefore. Buyer's right to demand repurchase of any unverified Contract on the sole grounds that the Contract is unverified shall expire thirty (30) days from the date of this Agreement. However, nothing in this Paragraph shall affect, modify, replace, or abrogate any rights Buyer may have and any obligations Seller may have pursuant to Seller's other representations, warranties, and covenants herein. In the event Seller must repurchase an account from Buyer pursuant to the terms of this Paragraph, Seller shall repurchase said account within ten (10) business days of Seller's receipt of Buyer's written demand to repurchase such account.

PARAGRAPH VIII

If any vehicle securing a Contract has been equipped with a starter interrupt device, GPS device, or other electronic device designed to aid in the location or repossession of the vehicle ("Device"), Seller assigns to Buyer the Device, all of Seller's rights in connection with the Device and all codes and/or software necessary to administer the Device. Seller understands and agrees that Buyer may administer such Device in accordance with the related Contract and in accordance with applicable law, and may remove the Device from the obligor's vehicle upon payment in full of the related Contract or upon repossession of the vehicle securing the related Contract. Alternatively, Buyer may direct Seller to administer the Device on Buyer's behalf. In such event, Seller unconditionally agrees not to activate any Device (thereby disabling said vehicle) unless directed to do so by Buyer in writing, or unless the related Contract has been reassigned in writing to Seller by Buyer. Seller agrees to give a customer as to any Contract, all necessary codes or service to prevent the activation of Devices, unless directed otherwise in writing by Buyer.

PARAGRAPH IX

It is expressly agreed that Buyer is simply prepaying and therefore buying Contracts in the amount of the prepayment, and unless otherwise specifically provided for herein or in the Contracts, does not assume or incur any obligation or liability whatsoever of Seller which is in any way involved, either directly or indirectly, with the operation of Seller of its business or to which Seller may have become a party or liable by reason of its business or by the terms of the Contracts or with respect to the goods and services being purchased thereunder (except to release the security interest in the collateral when a Contract is paid in full). Seller hereby agrees to defend and hold Buyer harmless from any such liability and from any liability arising from the inclusion in the Contracts of the provision on assignee liability arising from the Federal Trade Commission Preservation of Consumer claims and Defenses Trade Regulation Rule.

PARAGRAPH X

Seller covenants and agrees with Buyer that Seller will not disclose or furnish or permit or authorize the disclosure or furnishing of the name of any customers or obligors on the Contracts to any person, firm, or corporation whatsoever, other than to the Buyer or Buyer's affiliates, except to the extent required by law.

PARAGRAPH XI

Seller shall, upon Buyer's request, execute, and deliver to Buyer any instruments or documents, and do all things reasonably necessary and advisable to effect the provisions of this Agreement and to facilitate the collection of the Contracts, including the execution of separate endorsements and assignments and powers of attorney.

PARAGRAPH XII

The obligations, warranties, and covenants of Seller shall be joint and several.

PARAGRAPH XIII

Seller represents that policies or certificates of credit life, credit disability, property insurance, service contracts, and mechanical breakdown insurance will have been issued on the Contracts when indicated on the Contracts, that such policies or certificates will have been issued by the companies identified on the Contracts, and Seller hereby sells, transfers, assigns, sets over and delivers to Buyer all rights, title, and interest in and to each of said policies, contracts, or insurance as a creditor, beneficiary or otherwise, and hereby constitutes and appoints Buyer, its agents, successors, and assigns, the true and lawful attorney of Seller, but for and on behalf of and for Buyer's benefit, to file such proofs of loss and to process all claims thereon. Seller further agrees to notify said insurance company of the sale and transfer of the Contracts to Buyer immediately after the date such Contracts are delivered to the Buyer, and agrees to cooperate with Buyer in processing any claims or proof of loss in connection with such insurance policies or certificates, all as may be required. The parties hereto agree that in the event of any cancellation or termination of any policies of insurance by reason of prepayment, renewal, or otherwise, as a result of which a rebate of the prepaid insurance premium is required to be made, that Buyer will make the rebate of such premium from its own funds and credit the account of the individual insured obligor for such amount. Immediately upon submission to Seller of proof of a cancellation or termination, Seller shall pay and remit to Buyer the full amount of the subject rebate of prepaid insurance premium Buyer credited to the account of the individual insured obligor.

PARAGRAPH XIV

The parties hereto agree that the original or duplicate original of this Agreement may be microfilmed and a photo copy of such microfilm or original may be introduced in lieu of the original or duplicate original hereof and without further foundation. The parties hereto expressly waive the Secondary Evidence Rule.

PARAGRAPH XV

Each party hereto assumes responsibility for any and all commissions it may have incurred as a result of this sale.

PARAGRAPH XVI

Buyer covenants to Seller, that it will use the Limited Power of Attorney delivered to Buyer pursuant to Paragraph VI hereof only in connection with the pre-payment of the origination fees as to the Contracts purchased by Buyer pursuant hereto.

PARAGRAPH XVII

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Buyer and Seller covenant and agree that any action instituted to enforce or interpret any of the terms and/or conditions of this Agreement shall be brought in a federal or state court of competent jurisdiction located in Cherokee County, Georgia and Buyer and Seller hereby willingly agree to submit to said court's venue and jurisdiction. Seller hereby waives any right it may have to a trial by jury.

PARAGRAPH XVIII

In the event of a breach of any of the terms or conditions of this Agreement by either party, if a suit at law or equity is instituted, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses incurred with respect thereto.

PARAGRAPH XIX

Neither party to this Agreement will make any public announcement of this transaction without prior written approval of the other, which approval shall not be unreasonably withheld.

PARAGRAPH XX

Any notice to be given or other documents to be delivered by any party to the other party may be delivered in person to such party, or may be deposited in the United States mail, duly certified, with postage thereon fully prepaid and addressed to the party for whom intended at the address shown at the beginning of this Agreement. Any party to this Agreement may from time to time by written notice to the other, designate a different address which shall be substituted for the one above.

PARAGRAPH XXI

The provisions of this Agreement are binding upon and shall inure to the benefit of the respective successors and assigns of both parties hereto.

PARAGRAPH XXII

It is understood and agreed to by the parties to this Agreement that subject to the terms herein, Buyer's purchase of the Contracts is without recourse as to Seller's repurchase of the Contracts except for the representations, warranties, and covenants set forth in this Agreement.

PARAGRAPH XXIII

Any references to Schedules in this Agreement, refer to Schedules attached to this Agreement, and such Schedules are incorporated herein by reference. The singular includes the plural where applicable unless otherwise expressly stated.

This Agreement shall be governed by the laws of the State of California and the laws of the United States of America. The parties hereto agree that any dispute arising out of or in connection with this Agreement shall be referred to the arbitration of the American Arbitration Association, Inc. ("AAA") in accordance with its Commercial Arbitration Rules and Procedures. The arbitration shall be held in the County of San Francisco, California. The arbitration shall be conducted by a single arbitrator who shall be appointed by the AAA. The arbitrator shall be a resident of the State of California and shall be a member in good standing of the State Bar of California. The arbitrator shall be paid at the rate of \$1,000 per hour for his or her services. The parties hereto agree to pay the costs of the arbitration equally. The arbitrator's decision shall be final and binding on the parties hereto. The parties hereto agree to waive their right to a trial by jury.

ARBITRATION

The parties hereto agree that any dispute arising out of or in connection with this Agreement shall be referred to the arbitration of the American Arbitration Association, Inc. ("AAA") in accordance with its Commercial Arbitration Rules and Procedures. The arbitration shall be held in the County of San Francisco, California. The arbitration shall be conducted by a single arbitrator who shall be appointed by the AAA. The arbitrator shall be a resident of the State of California and shall be a member in good standing of the State Bar of California. The arbitrator shall be paid at the rate of \$1,000 per hour for his or her services. The parties hereto agree to pay the costs of the arbitration equally. The arbitrator's decision shall be final and binding on the parties hereto. The parties hereto agree to waive their right to a trial by jury.

ASSIGNMENT

The parties hereto agree that this Agreement shall be binding on their heirs, assigns, and personal representatives. The parties hereto agree that this Agreement shall be enforceable in its entirety. The parties hereto agree that this Agreement shall be the entire agreement between them with respect to the subject matter hereof. The parties hereto agree that this Agreement shall be governed by the laws of the State of California and the laws of the United States of America.

ENTIRE AGREEMENT

The parties hereto agree that this Agreement shall be the entire agreement between them with respect to the subject matter hereof. The parties hereto agree that this Agreement shall be governed by the laws of the State of California and the laws of the United States of America. The parties hereto agree that this Agreement shall be enforceable in its entirety. The parties hereto agree that this Agreement shall be binding on their heirs, assigns, and personal representatives. The parties hereto agree that any dispute arising out of or in connection with this Agreement shall be referred to the arbitration of the American Arbitration Association, Inc. ("AAA") in accordance with its Commercial Arbitration Rules and Procedures. The arbitration shall be held in the County of San Francisco, California. The arbitration shall be conducted by a single arbitrator who shall be appointed by the AAA. The arbitrator shall be a resident of the State of California and shall be a member in good standing of the State Bar of California. The arbitrator shall be paid at the rate of \$1,000 per hour for his or her services. The parties hereto agree to pay the costs of the arbitration equally. The arbitrator's decision shall be final and binding on the parties hereto. The parties hereto agree to waive their right to a trial by jury.

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ENTIRE AGREEMENT

The parties hereto agree that this Agreement shall be the entire agreement between them with respect to the subject matter hereof. The parties hereto agree that this Agreement shall be governed by the laws of the State of California and the laws of the United States of America. The parties hereto agree that this Agreement shall be enforceable in its entirety. The parties hereto agree that this Agreement shall be binding on their heirs, assigns, and personal representatives. The parties hereto agree that any dispute arising out of or in connection with this Agreement shall be referred to the arbitration of the American Arbitration Association, Inc. ("AAA") in accordance with its Commercial Arbitration Rules and Procedures. The arbitration shall be held in the County of San Francisco, California. The arbitration shall be conducted by a single arbitrator who shall be appointed by the AAA. The arbitrator shall be a resident of the State of California and shall be a member in good standing of the State Bar of California. The arbitrator shall be paid at the rate of \$1,000 per hour for his or her services. The parties hereto agree to pay the costs of the arbitration equally. The arbitrator's decision shall be final and binding on the parties hereto. The parties hereto agree to waive their right to a trial by jury.

ASSIGNMENT

The parties hereto agree that this Agreement shall be binding on their heirs, assigns, and personal representatives. The parties hereto agree that this Agreement shall be enforceable in its entirety. The parties hereto agree that this Agreement shall be the entire agreement between them with respect to the subject matter hereof. The parties hereto agree that this Agreement shall be governed by the laws of the State of California and the laws of the United States of America.

PARAGRAPH XXIV

Synergy Acceptance Corp., for the consideration of discounted fee previously mentioned, agrees to service all the loans which have been pre-purchased under this Agreement by American Pegasus Auto Loan Fund to the end of the terms of the pre-purchased Contracts or the sale of the Contracts. Servicing of the loans includes, and is not limited to, collections of payments, sale of loan portfolios, repossession of contracts in default, sale of repossessed automobiles, and insurance claims. American Pegasus Auto Loan Fund agrees to pay all fees in connection with defaulted Contracts and the reconditioning of automobiles repossessed. Recondition of repossessed vehicles will be at the sole discretion of Synergy Acceptance Corp. American Pegasus Auto Loan Fund also herewith agrees to pay all fees related to forced-placed insurance.

IN WITNESS WHEREOF, the parties first listed above have caused this Agreement to be duly executed by persons who are authorized by the parties to enter into this Agreement this 22nd day of June 2007.

<p>For Seller:</p> <p><u>SYNERGY ACCEPTANCE CORP.</u></p> <p>BY: _____</p> <p>ITS: _____</p> <p>Witness: _____</p>	<p>For Buyer:</p> <p><u>AMERICAN PEGASUS AUTO LOAN FUND SP</u></p> <p>BY: _____</p> <p>ITS: _____</p> <p>Witness: _____</p>
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Balance after voiding credit = -1897.46

voided
S/N VIN 236.17
cust # 56649

9-5-08

56986
66 pontiac

167554 = VIN

1352.16

8-28-08
682508

①

Credit
voided

Auto Contracts Pre-Purchase Loan Origination Fees Agreement

THIS AGREEMENT, made June __, 2007, by and between American Pegasus Auto Loan Fund SP, Curacao, Netherlands Antilles as "Buyer" and Synergy Acceptance Corp., a Georgia Corporation, located at 200 North Street, Canton, GA 30114, and all persons, whether corporate or individual, who have executed this agreement (the "Agreement"), as "Seller".

RECITALS

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to buy from Seller installment sales contracts (the "Contracts") over the course of calendar year 2007 and 2008 and wishes to prepay Seller the loan origination fees in return for which Seller will give Buyer a 10% discount from Seller's usual and customary price (customary price is 4.5% of the principal balance of the Contracts) thereby permitting Buyer to pay 4.05% of the principal balance of the Contracts as to such loan origination fees; and

WHEREAS, the parties hereto agree that "Contracts" includes all security agreements, conditional sales contracts, commercial documents, other instruments, property rights and all additional rights, including but not limited to all rights Dealer Agreements with respect to the Contracts and security of every kind and nature pertaining to the Contracts.

NOW, THEREFORE, in consideration of the mutual promised and covenants contained herein, it hereby agreed by the parties hereto that:

PARAGRAPH ONE

Seller hereby agrees to sell to Buyer, its successors and assigns, during calendar year 2007 and 2008, Contracts which have a total Principal Value of US\$148,148,148.

PARAGRAPH TWO

The purchase price to be paid by Buyer to Seller for the prepayment of the Contracts is Six Million Dollars (US\$6,000,000). In the event of any error in computation in arriving at the purchase price or in the final accounting, the party benefiting from the error shall reimburse the other for any sum due thereunder upon submission of satisfactory evidence of such error.

PARAGRAPH THREE

- a) With respect to each Contract, Seller hereby represents, warrants and covenants unto Buyer as follows:

1. Buyer, upon acquisition of the Contracts from Seller will be the lawful owner thereof, free and clear of all claims, liens or encumbrances, whatsoever.
2. Each Contract will be valid and existing as of the time of delivery, will be an unconditional obligation of the obligor thereof and free of all defenses, real or alleged, whether in law or equity; and all persons and/or entities executing the Contracts will have had authority and capacity to so contract.
3. Each Contract will comply with all applicable legal requirements of federal, state, and municipal governments or agencies thereof, including the Federal Truth in Lending Act, the Federal Fair Credit Reporting Act, the Federal Equal Credit Opportunity Act, and all Federal Trade Commission administrative regulations, rules and in conformance with any other rules or regulations adopted by the Federal Trade Commission during calendar year 2007.
4. Neither Seller nor any of its agents or employees will in any manner have been guilty of any civil or criminal fraud or misrepresentation with respect to the creation or servicing of the Contracts or the transfer or assignment to Buyer.
5. None of the credit relating to any of the Contracts will be of a gratuitous nature or will be given in consideration other than for payment or money will be given for a payment made by any corporate parent, affiliate or subsidiary, or by any employee or agent of Seller or its predecessor-in-interest or any prior holder thereof; and no Contract will arise from any renewal granted for the purpose of concealing a contractual delinquency.
6. None of the buyers, obligors, endorsers, sureties, or guarantors named in the Contracts will be deceased, the subject of any current proceeding in bankruptcy, or identified as a Specially Designated Person by the Office of Foreign Assets Control of the U.S. Department of Justice.
7. The creation, servicing, and sale of the Contracts will comply with all applicable state and federal consumer credit, motor vehicle sales, financing, auto dealer and consumer protection statutes and regulations promulgated thereunder as well as all other laws, regulations, and rules pertaining to the type of character of contract agreements and transactions represented by the Contracts.
8. Seller or its predecessor-in-interest, or their agents or affiliated agents, will have registered all vehicles described in the Contracts in compliance with the vehicle laws of the state in which the respective obligor resides, showing the obligor as registered owner and Seller as first perfected lien-holder (secured party).
9. To the best of Seller's knowledge, each vehicle to be financed under the Contracts will be covered by comprehensive and collision

- insurance, protecting Buyer's interest in the vehicle, and will be in a form and amount acceptable to Buyer.
10. All goods and services included in the Contracts will be free from defects and will have been installed, delivered, and accepted by the subject obligor.
 11. The descriptions of the vehicles, goods and services, in the Contracts will be true, accurate, and complete.
 12. Each obligor's name in the Contracts will be bona fide. Each obligor will have had the legal capacity to enter into a Contract and each obligor's signature on each Contract will be genuine.
 13. The down payment shown in the Contracts will have been made in cash or its equivalent trade-in-value by the obligor and no part of the down payment shown in the Contracts will have been lent to the obligor, directly or indirectly, by Seller, its predecessor-in-interest or any of their agents and affiliates.
 14. The obligor under each Contract will have no right to rescind the purchase of the goods and services that are the subject of the Contract and will have made no attempt to rescind.
 15. The Contracts will represent a consumer purpose credit sale of a motor vehicle.
 16. The obligor's price paid for each vehicle and for any other goods or services sold in connection with the sale of any vehicle and so purchased under the Contracts will not in any manner have been increased to recoup, adjust or compensate for any dealer discounts charged by anyone, including Seller.
 17. Neither Seller, nor any of its agents or employees will have any reason to believe that as of the date of each of the Contracts that the odometer reading on the related vehicle is inaccurate.
 18. All legally required notices regarding the Contracts including, but not limited to, notices of all prior incidences of the subject vehicle's involvement in traffic or other accidents, the vehicle's prior use or physical damage, including flood damage, to the vehicle will have been provided to the respective obligor.
 19. Seller acknowledges that Buyer will rely upon information appearing in the Contracts, the records of Seller for each Contract, and upon other pertinent records maintained by or under the control of Seller and to be delivered to Buyer and, in the light of such acknowledgment Seller specifically warrants that each item of information contained in and appearing upon said records and documents will accurately and truthfully reflect the true status of the Contracts and indebtedness to which said records and documents are related.
 20. Notwithstanding any other provision hereof, Seller warrants that each Contract will be secured by a valid and legal perfected first lien upon the collateral described therein unless a different type or rank of lien is described in specific detail upon Seller's Payment History Ledger Card.

21. Notwithstanding any other representations, warranties, or covenants herein, Seller covenants that as of the delivery date of each Contract, Buyer shall have received all of the respective obligor's scheduled payments on each Contract that are due and payable as of such delivery date. Seller further agrees that any payments received by Seller from the Contracts from and after the delivery date shall be turned over immediately to Buyer in the form of received or certified funds.
22. Seller will not take any action and will refrain from taking any action that would cause or tend to cause repossession from Buyer, or otherwise sell another vehicle to any previous obligor that will result in repossession from Buyer.
- (b) It is hereby acknowledged that the Buyer shall have relied upon the representations and warranties expressed herein irrespective of any inspection or knowledge on its part of anything inconsistent with such representations and warranties. The representations and warranties contained herein shall survive the purchase of the Contracts and shall expire only upon the retirement of all the Contracts and expiration of all applicable statutes of limitations to any cause of action arising out of, or related to, the Contracts. For this purpose, the Contracts will not be deemed retired or paid in full if refinanced by Buyer or an affiliate or paid out of the proceeds of a new extension of credit from Buyer or an affiliate to the obligor, whether or not a new cash advance is made by Buyer or affiliate.

PARAGRAPH IV

- a) In the event any representation, warranty, or covenant made by Seller is incorrect in any material respect, Seller shall, no later than thirty (30) days after receiving a written notice from Buyer specifying the particular defect, pay Buyer in lawful money of the United States of America, the of the unpaid Principal Balance of such Contract as originally determined at the time of purchase. Upon payment by Seller to Buyer for such Contract, Buyer shall reassign and set the Contract over to Seller without recourse in recordable form.
- b) Seller's obligation to repurchase as set forth in this Paragraph shall not be affected by any modification by Buyer of the terms of any Contract sold to Buyer, including any extension of the time payment deemed desirable by Buyer, any release or addition of any obligor, any release or substitution of collateral, with or without notice to Seller. Seller hereby waives presentment of any of said Contracts, demand of payment, protest, and notice of nonpayment or protest thereof.
- c) Seller further waives any right to require Buyer to: (1) Proceed against any person; (2) Proceed against or exhaust any rights under the receivables as to the Contracts; or (3) pursue any other remedy in Buyer's power as against any other persons or property.

- d) Seller shall also defend and hold Buyer harmless from any claims, liabilities, causes of action, and judgments arising out of, resulting from, or concerning any of the matters covered by the foregoing representations or warranties.

PARAGRAPH V

The closing of this transaction shall occur on the Closing Date, at an hour to be mutually agreed upon, and such Closing Date shall occur on _____, 2007 or such other date as may be mutually agreed upon. At the closing, when Seller buyer will cause to be delivered to Seller, or its order, the full amount of the pre-payment of loan origination price, except as otherwise provided for herein.

PARAGRAPH VI

Seller shall do the following at the time of closing this purchase or at the time of the future delivery with respect to all Contracts:

1. Execute and deliver as part of this Agreement, a Limited Power of Attorney appointing Buyer to act as Seller's agent and attorney as therein stated, which Limited Power of Attorney is attached to this Agreement and made a part hereof.
2. Deliver to Buyer the original Contracts and all files and records relating to each Contract.
3. Seller agrees to furnish Buyer with, prior to or at the closing or at the time of delivery of any Contract, certified resolutions of its directors and consent of its stockholders, in form and in substance acceptable to Buyer, authorizing Seller to enter into the Agreement.

PARAGRAPH VII

Seller agrees to repurchase each unverified Contract upon notice from Buyer that a Contract cannot be verified. The verification of a Contract shall consist of an acknowledgment by a person named as an obligor on the Contract which states that such person is indebted according to the Contract to the extent of the outstanding balance reflected on Seller's records, and the receipt of ONE FULL MONTH'S SCHEDULED PAYMENTS (or the contractual equivalent of one month's worth of payments) from an obligor on such contract by Buyer. Such acknowledgment and payment must be received by Buyer within thirty (30) days from the date of purchase of the Contracts. Buyer agrees to use reasonable efforts to verify the Contracts. Seller agrees to repurchase any unverified Contract at the same percentage Buyer paid therefore. Buyer's right to demand repurchase of any unverified Contract on the sole grounds that the Contract is unverified shall expire thirty (30) days from the date of this Agreement. However, nothing in this Paragraph shall affect, modify, replace, or abrogate any rights Buyer may have and any obligations Seller may have pursuant to

Seller's other representations, warranties, and covenants herein. In the event Seller must repurchase an account from Buyer pursuant to the terms of this Paragraph, Seller shall repurchase said account within ten (10) business days of Seller's receipt of Buyer's written demand to repurchase such account.

PARAGRAPH VIII

If any vehicle securing a Contract has been equipped with a starter interrupt device, GPS device, or other electronic device designed to aid in the location or repossession of the vehicle ("Device"), Seller assigns to Buyer the Device, all of Seller's rights in connection with the Device and all codes and/or software necessary to administer the Device. Seller understands and agrees that Buyer may administer such Device in accordance with the related Contract and in accordance with applicable law, and may remove the Device from the obligor's vehicle upon payment in full of the related Contract or upon repossession of the vehicle securing the related Contract. Alternatively, Buyer may direct Seller to administer the Device on Buyer's behalf. In such event, Seller unconditionally agrees not to activate any Device (thereby disabling said vehicle) unless directed to do so by Buyer in writing, or unless the related Contract has been reassigned in writing to Seller by Buyer. Seller agrees to give a customer as to any Contract, all necessary codes or service to prevent the activation of Devices, unless directed otherwise in writing by Buyer.

PARAGRAPH IX

It is expressly agreed that Buyer is simply prepaying and therefore buying Contracts in the amount of the prepayment, and unless otherwise specifically provided for herein or in the Contracts, does not assume or incur any obligation or liability whatsoever of Seller which is in any way involved, either directly or indirectly, with the operation of Seller of its business or to which Seller may have become a party or liable by reason of its business or by the terms of the Contracts or with respect to the goods and services being purchased thereunder (except to release the security interest in the collateral when a Contract is paid in full). Seller hereby agrees to defend and hold Buyer harmless from any such liability and from any liability arising from the inclusion in the Contracts of the provision on assignee liability arising from the Federal Trade Commission Preservation of Consumer claims and Defenses Trade Regulation Rule.

PARAGRAPH X

Seller covenants and agrees with Buyer that Seller will not disclose or furnish or permit or authorize the disclosure or furnishing of the name of any customers or obligors on the Contracts to any person, firm, or corporation whatsoever, other than to the Buyer or Buyer's affiliates, except to the extent required by law.

PARAGRAPH XI

Seller shall, upon Buyer's request, executed, and deliver to Buyer any instruments or documents, and do all things reasonably necessary and advisable to effect the provisions of this Agreement and to facilitate the collection of the Contracts, including the execution of separate endorsements and assignments and powers of attorney.

PARAGRAPH XII

The obligations, warranties, and covenants of Seller shall be joint and several.

PARAGRAPH XIII

Seller represents that policies or certificates of credit life, credit disability, property insurance, service contracts, and mechanical breakdown insurance will have been issued on the Contracts when indicated on the Contracts, that such policies or certificates will have been issued by the companies identified on the Contracts, and Seller hereby sells, transfers, assigns, sets over and delivers to Buyer all rights, title, and interest in and to each of said policies, contracts, or insurance as a creditor, beneficiary or otherwise, and hereby constitutes and appoints Buyer, its agents, successors, and assigns, the true and lawful attorney of Seller, but for and on behalf of and for Buyer's benefit, to file such proofs of loss and to process all claims thereon. Seller further agrees to notify said insurance company of the sale and transfer of the Contracts to Buyer immediately after the date such Contracts are delivered to the Buyer, and agrees to cooperate with Buyer in processing any claims or proof of loss in connection with such insurance policies or certificates, all as may be required. The parties hereto agree that in the event of any cancellation or termination of any policies of insurance by reason of prepayment, renewal, or otherwise, as a result of which a rebate of the prepaid insurance premium is required to be made, that Buyer will make the rebate of such premium from its own funds and credit the account of the individual insured obligor for such amount. Immediately upon submission to Seller of proof of a cancellation or termination, Seller shall pay and remit to Buyer the full amount of the subject rebate of prepaid insurance premium Buyer credited to the account of the individual insured obligor.

PARAGRAPH XIV

The parties hereto agree that the original or duplicate original of this Agreement may be microfilmed and a photo copy of such microfilm or original may be introduced in lieu of the original or duplicate original hereof and without further foundation. The parties hereto expressly waive the Secondary Evidence Rule.

PARAGRAPH XV

Each party hereto assumes responsibility for any and all commissions it may have incurred as a result of this sale.

PARAGRAPH XVI

Buyer covenants to Seller, that it will use the Limited Power of Attorney delivered to Buyer pursuant to Paragraph VI hereof only in connection with the pre-payment of the origination fees as to the Contracts purchased by Buyer pursuant hereto.

PARAGRAPH XVII

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Buyer and Seller covenant and agree that any action instituted to enforce or interpret any of the terms and/or conditions of this Agreement shall be brought in a federal or state court of competent jurisdiction located in Cherokee County, Georgia and Buyer and Seller hereby willingly agree to submit to said court's venue and jurisdiction. Seller hereby waives any right it may have to a trial by jury.

PARAGRAPH XVIII

In the event of a breach of any of the terms or conditions of this Agreement by either party, if a suit at law or equity is instituted, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses incurred with respect thereto.

PARAGRAPH XIX

Neither party to this Agreement will make any public announcement of this transaction without prior written approval of the other, which approval shall not be unreasonably withheld.

PARAGRAPH XX

Any notice to be given or other documents to be delivered by any party to the other party may be delivered in person to such party, or may be deposited in the United States mail, duly certified, with postage thereon fully prepaid and addressed to the party for whom intended at the address shown at the beginning of this Agreement. Any party to this Agreement may from time to time by written notice to the other, designate a different address which shall be substituted for the one above.

PARAGRAPH XXI

The provisions of this Agreement are binding upon and shall inure to the benefit of the respective successors and assigns of both parties hereto.

PARAGRAPH XXII

It is understood and agreed to by the parties to this Agreement that subject to the terms herein, Buyer's purchase of the Contracts is without recourse as to Seller's repurchase of the Contracts except for the representations, warranties, and covenants set forth in this Agreement.

PARAGRAPH XXIII

Any references to Schedules in this Agreement, refer to Schedules attached to this Agreement, and such Schedules are incorporated herein by reference. The singular includes the plural where applicable unless otherwise expressly stated.

PARAGRAPH XXIV

Synergy Acceptance Corp., for the consideration of discounted fee previously mentioned, agrees to service all the loans which have been pre-purchased under this Agreement by American Pegasus Auto Loan Fund to the end of the terms of the pre-purchased Contracts or the sale of the Contracts. Servicing of the loans includes, and is not limited to, collections of payments, sale of loan portfolios, repossession of contracts in default, sale of repossessed automobiles, and insurance claims. American Pegasus Auto Loan Fund agrees to pay all fees in connection with defaulted Contracts and the reconditioning of automobiles repossessed. Recondition of repossessed vehicles will be at the sole discretion of Synergy Acceptance Corp. American Pegasus Auto Loan Fund also herewith agrees to pay all fees related to forced-placed insurance.

IN WITNESS WHEREOF, the parties first listed above have caused this Agreement to be duly executed by persons who are authorized by the parties to enter into this Agreement this ____ day of _____, 2007.

For Seller: <u>SYNERGY ACCEPTANCE CORP.</u> BY: _____ ITS: _____	For Buyer: <u>AMERICAN PEGASUS AUTO LOAN FUND SP</u> BY: _____ ITS: _____
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Witness: _____	Witness: _____
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Auto Contracts Pre-Purchase Loan Origination Fees Agreement

THIS AGREEMENT, made June 22, 2007, by and between American Pegasus Auto Loan Fund SP, Curacao, Netherlands Antilles as "Buyer" and Synergy Acceptance Corp., a Georgia Corporation, located at 200 North Street, Canton, GA 30114, and all persons, whether corporate or individual, who have executed this agreement (the "Agreement"), as "Seller".

RECITALS

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to buy from Seller installment sales contracts (the "Contracts") over the course of calendar year 2007 and 2008 and wishes to prepay Seller the loan origination fees in return for which Seller will give Buyer a 10% discount from Seller's usual and customary price (customary price is 4.5% of the principal balance of the Contracts) thereby permitting Buyer to pay 4.05% of the principal balance of the Contracts as to such loan origination fees; and

WHEREAS, the parties hereto agree that "Contracts" includes all security agreements, conditional sales contracts, commercial documents, other instruments, property rights and all additional rights, including but not limited to all rights Dealer Agreements with respect to the Contracts and security of every kind and nature pertaining to the Contracts.

NOW, THEREFORE, in consideration of the mutual promised and covenants contained herein, it hereby agreed by the parties hereto that:

PARAGRAPH ONE

Seller hereby agrees to sell to Buyer, its successors and assigns, during calendar year 2007 and 2008, Contracts which have a total Principal Value of US\$148,148,148.

PARAGRAPH TWO

The purchase price to be paid by Buyer to Seller for the prepayment of the Contracts is Six Million Dollars (US\$6,000,000). In the event of any error in computation in arriving at the purchase price or in the final accounting, the party benefiting from the error shall reimburse the other for any sum due thereunder upon submission of satisfactory evidence of such error.

PARAGRAPH THREE

- a) With respect to each Contract, Seller hereby represents, warrants and covenants unto Buyer as follows:

TRUSTEE000753^Auto Contracts Purchase Agreement-6 15 2007.doc – Page 1

1. Buyer, upon acquisition of the Contracts from Seller will be the lawful owner thereof, free and clear of all claims, liens or encumbrances, whatsoever.
2. Each Contract will be valid and existing as of the time of delivery, will be an unconditional obligation of the obligor thereof and free of all defenses, real or alleged, whether in law or equity; and all persons and/or entities executing the Contracts will have had authority and capacity to so contract.
3. Each Contract will comply with all applicable legal requirements of federal, state, and municipal governments or agencies thereof, including the Federal Truth in Lending Act, the Federal Fair Credit Reporting Act, the Federal Equal Credit Opportunity Act, and all Federal Trade Commission administrative regulations, rules and in conformance with any other rules or regulations adopted by the Federal Trade Commission during calendar year 2007.
4. Neither Seller nor any of its agents or employees will in any manner have been guilty of any civil or criminal fraud or misrepresentation with respect to the creation or servicing of the Contracts or the transfer or assignment to Buyer.
5. None of the credit relating to any of the Contracts will be of a gratuitous nature or will be given in consideration other than for payment or money will be given for a payment made by any corporate parent, affiliate or subsidiary, or by any employee or agent of Seller or its predecessor-in-interest or any prior holder thereof; and no Contract will arise from any renewal granted for the purpose of concealing a contractual delinquency.
6. None of the buyers, obligors, endorsers, sureties, or guarantors named in the Contracts will be deceased, the subject of any current proceeding in bankruptcy, or identified as a Specially Designated Person by the Office of Foreign Assets Control of the U.S. Department of Justice.
7. The creation, servicing, and sale of the Contracts will comply with all applicable state and federal consumer credit, motor vehicle sales, financing, auto dealer and consumer protection statutes and regulations promulgated thereunder as well as all other laws, regulations, and rules pertaining to the type of character of contract agreements and transactions represented by the Contracts.
8. Seller or its predecessor-in-interest, or their agents or affiliated agents, will have registered all vehicles described in the Contracts in compliance with the vehicle laws of the state in which the respective obligor resides, showing the obligor as registered owner and Seller as first perfected lien-holder (secured party).

9. To the best of Seller's knowledge, each vehicle to be financed under the Contracts will be covered by comprehensive and collision insurance, protecting Buyer's interest in the vehicle, and will be in a form and amount acceptable to Buyer.
10. All goods and services included in the Contracts will be free from defects and will have been installed, delivered, and accepted by the subject obligor.
11. The descriptions of the vehicles, goods and services, in the Contracts will be true, accurate, and complete.
12. Each obligor's name in the Contracts will be bona fide. Each obligor will have had the legal capacity to enter into a Contract and each obligor's signature on each Contract will be genuine.
13. The down payment shown in the Contracts will have been made in cash or its equivalent trade-in-value by the obligor and no part of the down payment shown in the Contracts will have been lent to the obligor, directly or indirectly, by Seller, its predecessor-in-interest or any of their agents and affiliates.
14. The obligor under each Contract will have no right to rescind the purchase of the goods and services that are the subject of the Contract and will have made no attempt to rescind.
15. The Contracts will represent a consumer purpose credit sale of a motor vehicle.
16. The obligor's price paid for each vehicle and for any other goods or services sold in connection with the sale of any vehicle and so purchased under the Contracts will not in any manner have been increased to recoup, adjust or compensate for any dealer discounts charged by anyone, including Seller.
17. Neither Seller, nor any of its agents or employees will have any reason to believe that as of the date of each of the Contracts that the odometer reading on the related vehicle is inaccurate.
18. All legally required notices regarding the Contracts including, but not limited to, notices of all prior incidences of the subject vehicle's involvement in traffic or other accidents, the vehicle's prior use or physical damage, including flood damage, to the vehicle will have been provided to the respective obligor.
19. Seller acknowledges that Buyer will rely upon information appearing in the Contracts, the records of Seller for each Contract, and upon other pertinent records maintained by or under the control of Seller and to be delivered to Buyer and, in the light of such acknowledgment Seller specifically warrants that each item of information contained in and appearing upon said records and documents will accurately and truthfully reflect the true status of the Contracts and indebtedness to which said records and documents are related.

20. Notwithstanding any other provision hereof, Seller warrants that each Contract will be secured by a valid and legal perfected first lien upon the collateral described therein unless a different type or rank of lien is described in specific detail upon Seller's Payment History Ledger Card.
21. Notwithstanding any other representations, warranties, or covenants herein, Seller covenants that as of the delivery date of each Contract, Buyer shall have received all of the respective obligor's scheduled payments on each Contract that are due and payable as of such delivery date. Seller further agrees that any payments received by Seller from the Contracts from and after the delivery date shall be turned over immediately to Buyer in the form of received or certified funds.
22. Seller will not take any action and will refrain from taking any action that would cause or tend to cause repossession from Buyer, or otherwise sell another vehicle to any previous obligor that will result in repossession from Buyer.
- (b) It is hereby acknowledged that the Buyer shall have relied upon the representations and warranties expressed herein irrespective of any inspection or knowledge on its part of anything inconsistent with such representations and warranties. The representations and warranties contained herein shall survive the purchase of the Contracts and shall expire only upon the retirement of all the Contracts and expiration of all applicable statutes of limitations to any cause of action arising out of, or related to, the Contracts. For this purpose, the Contracts will not be deemed retired or paid in full if refinanced by Buyer or an affiliate or paid out of the proceeds of a new extension of credit from Buyer or an affiliate to the obligor, whether or not a new cash advance is made by Buyer or affiliate.

PARAGRAPH IV

- a) In the event any representation, warranty, or covenant made by Seller is incorrect in any material respect, Seller shall, no later than thirty (30) days after receiving a written notice from Buyer specifying the particular defect, pay Buyer in lawful money of the United States of America, the of the unpaid Principal Balance of such Contract as originally determined at the time of purchase. Upon payment by Seller to Buyer for such Contract, Buyer shall reassign and set the Contract over to Seller without recourse in recordable form.
- b) Seller's obligation to repurchase as set forth in this Paragraph shall not be affected by any modification by Buyer of the terms of any Contract sold to Buyer, including any extension of the time payment deemed desirable by Buyer, any release or addition of any obligor, any release or substitution of collateral, with or without notice to Seller. Seller hereby waives presentment of any of said Contracts, demand of payment, protest, and notice of nonpayment or protest thereof.

- c) Seller further waives any right to require Buyer to: (1) Proceed against any person; (2) Proceed against or exhaust any rights under the receivables as to the Contracts; or (3) pursue any other remedy in Buyer's power as against any other persons or property.
- d) Seller shall also defend and hold Buyer harmless from any claims, liabilities, causes of action, and judgments arising out of, resulting from, or concerning any of the matters covered by the foregoing representations or warranties.

PARAGRAPH V

The closing of this transaction shall occur on the Closing Date, at an hour to be mutually agreed upon, and such Closing Date shall occur on June 22, 2007 or such other date as may be mutually agreed upon. At the closing, when Seller buyer will cause to be delivered to Seller, or its order, the full amount of the pre-payment of loan origination price, except as otherwise provided for herein.

PARAGRAPH VI

Seller shall do the following at the time of closing this purchase or at the time of the future delivery with respect to all Contracts:

1. Execute and deliver as part of this Agreement, a Limited Power of Attorney appointing Buyer to act as Seller's agent and attorney as therein stated, which Limited Power of Attorney is attached to this Agreement and made a part hereof.
2. Deliver to Buyer the original Contracts and all files and records relating to each Contract.
3. Seller agrees to furnish Buyer with, prior to or at the closing or at the time of delivery of any Contract, certified resolutions of its directors and consent of its stockholders, in form and in substance acceptable to Buyer, authorizing Seller to enter into the Agreement.

PARAGRAPH VII

Seller agrees to repurchase each unverified Contract upon notice from Buyer that a Contract cannot be verified. The verification of a Contract shall consist of an acknowledgment by a person named as an obligor on the Contract which states that such person is indebted according to the Contract to the extent of the outstanding balance reflected on Seller's records, and the receipt of ONE FULL MONTH'S SCHEDULED PAYMENTS (or the contractual equivalent of one month's worth of payments) from an obligor on such contract by Buyer. Such acknowledgment and payment must be received by Buyer within thirty (30) days from the date of purchase of the Contracts. Buyer agrees to use reasonable efforts to verify the Contracts. Seller

agrees to repurchase any unverified Contract at the same percentage Buyer paid therefore. Buyer's right to demand repurchase of any unverified Contract on the sole grounds that the Contract is unverified shall expire thirty (30) days from the date of this Agreement. However, nothing in this Paragraph shall affect, modify, replace, or abrogate any rights Buyer may have and any obligations Seller may have pursuant to Seller's other representations, warranties, and covenants herein. In the event Seller must repurchase an account from Buyer pursuant to the terms of this Paragraph, Seller shall repurchase said account within ten (10) business days of Seller's receipt of Buyer's written demand to repurchase such account.

PARAGRAPH VIII

If any vehicle securing a Contract has been equipped with a starter interrupt device, GPS device, or other electronic device designed to aid in the location or repossession of the vehicle ("Device"), Seller assigns to Buyer the Device, all of Seller's rights in connection with the Device and all codes and/or software necessary to administer the Device. Seller understands and agrees that Buyer may administer such Device in accordance with the related Contract and in accordance with applicable law, and may remove the Device from the obligor's vehicle upon payment in full of the related Contract or upon repossession of the vehicle securing the related Contract. Alternatively, Buyer may direct Seller to administer the Device on Buyer's behalf. In such event, Seller unconditionally agrees not to activate any Device (thereby disabling said vehicle) unless directed to do so by Buyer in writing, or unless the related Contract has been reassigned in writing to Seller by Buyer. Seller agrees to give a customer as to any Contract, all necessary codes or service to prevent the activation of Devices, unless directed otherwise in writing by Buyer.

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It is expressly agreed that Buyer is simply prepaying and therefore buying Contracts in the amount of the prepayment, and unless otherwise specifically provided for herein or in the Contracts, does not assume or incur any obligation or liability whatsoever of Seller which is in any way involved, either directly or indirectly, with the operation of Seller of its business or to which Seller may have become a party or liable by reason of its business or by the terms of the Contracts or with respect to the goods and services being purchased thereunder (except to release the security interest in the collateral when a Contract is paid in full). Seller hereby agrees to defend and hold Buyer harmless from any such liability and from any liability arising from the inclusion in the Contracts of the provision on assignee liability arising from the Federal Trade Commission Preservation of Consumer claims and Defenses Trade Regulation Rule.

PARAGRAPH X

Seller covenants and agrees with Buyer that Seller will not disclose or furnish or permit or authorize the disclosure or furnishing of the name of any customers or obligors on the Contracts to any person, firm, or corporation whatsoever, other than to the Buyer or Buyer's affiliates, except to the extent required by law.

PARAGRAPH XI

Seller shall, upon Buyer's request, execute, and deliver to Buyer any instruments or documents, and do all things reasonably necessary and advisable to effect the provisions of this Agreement and to facilitate the collection of the Contracts, including the execution of separate endorsements and assignments and powers of attorney.

PARAGRAPH XII

The obligations, warranties, and covenants of Seller shall be joint and several.

PARAGRAPH XIII

Seller represents that policies or certificates of credit life, credit disability, property insurance, service contracts, and mechanical breakdown insurance will have been issued on the Contracts when indicated on the Contracts, that such policies or certificates will have been issued by the companies identified on the Contracts, and Seller hereby sells, transfers, assigns, sets over and delivers to Buyer all rights, title, and interest in and to each of said policies, contracts, or insurance as a creditor, beneficiary or otherwise, and hereby constitutes and appoints Buyer, its agents, successors, and assigns, the true and lawful attorney of Seller, but for and on behalf of and for Buyer's benefit, to file such proofs of loss and to process all claims thereon. Seller further agrees to notify said insurance company of the sale and transfer of the Contracts to Buyer immediately after the date such Contracts are delivered to the Buyer, and agrees to cooperate with Buyer in processing any claims or proof of loss in connection with such insurance policies or certificates, all as may be required. The parties hereto agree that in the event of any cancellation or termination of any policies of insurance by reason of prepayment, renewal, or otherwise, as a result of which a rebate of the prepaid insurance premium is required to be made, that Buyer will make the rebate of such premium from its own funds and credit the account of the individual insured obligor for such amount. Immediately upon submission to Seller of proof of a cancellation or termination, Seller shall pay and remit to Buyer the full amount of the subject rebate of prepaid insurance premium Buyer credited to the account of the individual insured obligor.

PARAGRAPH XIV

The parties hereto agree that the original or duplicate original of this Agreement may be microfilmed and a photo copy of such microfilm or original may be introduced in lieu of the original or duplicate original hereof and without further foundation. The parties hereto expressly waive the Secondary Evidence Rule.

PARAGRAPH XV

Each party hereto assumes responsibility for any and all commissions it may have incurred as a result of this sale.

PARAGRAPH XVI

Buyer covenants to Seller, that it will use the Limited Power of Attorney delivered to Buyer pursuant to Paragraph VI hereof only in connection with the pre-payment of the origination fees as to the Contracts purchased by Buyer pursuant hereto.

PARAGRAPH XVII

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Buyer and Seller covenant and agree that any action instituted to enforce or interpret any of the terms and/or conditions of this Agreement shall be brought in a federal or state court of competent jurisdiction located in Cherokee County, Georgia and Buyer and Seller hereby willingly agree to submit to said court's venue and jurisdiction. Seller hereby waives any right it may have to a trial by jury.

PARAGRAPH XVIII

In the event of a breach of any of the terms or conditions of this Agreement by either party, if a suit at law or equity is instituted, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses incurred with respect thereto.

PARAGRAPH XIX

Neither party to this Agreement will make any public announcement of this transaction without prior written approval of the other, which approval shall not be unreasonably withheld.

PARAGRAPH XX

Any notice to be given or other documents to be delivered by any party to the other party may be delivered in person to such party, or may be deposited in the United States mail, duly certified, with postage thereon fully prepaid and addressed to the party for whom intended at the address shown at the beginning of this Agreement. Any party

to this Agreement may from time to time by written notice to the other, designate a different address which shall be substituted for the one above.

PARAGRAPH XXI

The provisions of this Agreement are binding upon and shall inure to the benefit of the respective successors and assigns of both parties hereto.

PARAGRAPH XXII

It is understood and agreed to by the parties to this Agreement that subject to the terms herein, Buyer's purchase of the Contracts is without recourse as to Seller's repurchase of the Contracts except for the representations, warranties, and covenants set forth in this Agreement.

PARAGRAPH XXIII

Any references to Schedules in this Agreement, refer to Schedules attached to this Agreement, and such Schedules are incorporated herein by reference. The singular includes the plural where applicable unless otherwise expressly stated.

PARAGRAPH XXIV

Synergy Acceptance Corp., for the consideration of discounted fee previously mentioned, agrees to service all the loans which have been pre-purchased under this Agreement by American Pegasus Auto Loan Fund to the end of the terms of the pre-purchased Contracts or the sale of the Contracts. Servicing of the loans includes, and is not limited to, collections of payments, sale of loan portfolios, repossession of contracts in default, sale of repossessed automobiles, and insurance claims. American Pegasus Auto Loan Fund agrees to pay all fees in connection with defaulted Contracts and the reconditioning of automobiles repossessed. Recondition of repossessed vehicles will be at the sole discretion of Synergy Acceptance Corp. American Pegasus Auto Loan Fund also herewith agrees to pay all fees related to forced-placed insurance.

IN WITNESS WHEREOF, the parties first listed above have caused this Agreement to be duly executed by persons who are authorized by the parties to enter into this Agreement this 22nd day of June 2007.

For Seller:	For Buyer:
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<u>SYNERGY ACCEPTANCE CORP.</u> BY: _____ ITS: _____ Witness: _____	<u>AMERICAN PEGASUS AUTO LOAN FUND SP</u> BY: _____ ITS: _____ Witness: _____
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SERVICING FEE STRUCTURE AGREEMENT

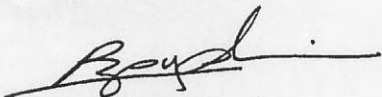
1. SERVICER warrants to CLIENT that it will keep a complete, accurate and separate account of and properly apply all sums collected by it from the said debtors in all deficiency balance accounts.
2. CLIENT agrees to pay SERVICER a \$40.00 placement fee per account assigned to SERVICER for collections. No collection activity including skip tracing, telephone collections and employment locating will take place until placement fees are paid to SERVICER in full.
3. CLIENT will advance 100% of fees necessary to proceed with action against debtor. SERVICER will not prepare or file any cases until the CLIENT remits 100% of required fees due.
4. All collection costs including court costs, attorney fees, collector fees, and skip tracing fees will be the responsibility of the CLIENT and recovered from first payments received on an account by account basis.
5. SERVICER agrees to provide debt collection services on all deficiency balance accounts for a contingency fee of 40% to be retained by SERVICER after all fees advanced by CLIENT are recovered from payments received.
6. SERVICER warrants that funds due to CLIENT will be remitted to the CLIENT no later than the (30th) day of each month for the previous month's collection proceeds are posted.
7. SERVICER agrees that all payments received in connection with the accounts assigned for collection will be deposited in its standard collection account and shall maintain at all times proper accounting of CLIENTS funds in such account.
8. In the event the CLIENT fails to receive any remittance on a timely basis and CLIENT provides written notice of such failure, SERVICER agrees to remit a duplicate check to CLIENT via overnight delivery.
9. This servicing agreement for deficiency balance accounts is effective as of June 1, 2010.

Execution page to follow.

American Pegasus Auto Loan Fund SP
Synergy Acceptance Corp
Servicing Fee Structure Agreement

Agreed to by:

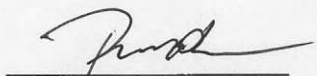
SERVICER
Synergy Acceptance Corp



Benjamin Chui, President

Date: 9/30/2010

CLIENT
American Pegasus Auto Loan Fund, SP



Triffany Mok, Portfolio Manager

Date: 09/30/2010

SERVICING FEE STRUCTURE AGREEMENT

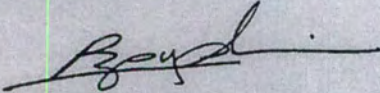
1. SERVICER warrants to CLIENT that it will keep a complete, accurate and separate account of and properly apply all sums collected by it from the said debtors in all deficiency balance accounts.
2. CLIENT agrees to pay SERVICER a \$40.00 placement fee per account assigned to SERVICER for collections. No collection activity including skip tracing, telephone collections and employment locating will take place until placement fees are paid to SERVICER in full.
3. CLIENT will advance 100% of fees necessary to proceed with action against debtor. SERVICER will not prepare or file any cases until the CLIENT remits 100% of required fees due.
4. All collection costs including court costs, attorney fees, collector fees, and skip tracing fees will be the responsibility of the CLIENT and recovered from first payments received on an account by account basis.
5. SERVICER agrees to provide debt collection services on all deficiency balance accounts for a contingency fee of 40% to be retained by SERVICER after all fees advanced by CLIENT are recovered from payments received.
6. SERVICER warrants that funds due to CLIENT will be remitted to the CLIENT no later than the (30th) day of each month for the previous month's collection proceeds are posted.
7. SERVICER agrees that all payments received in connection with the accounts assigned for collection will be deposited in its standard collection account and shall maintain at all times proper accounting of CLIENTS funds in such account.
8. In the event the CLIENT fails to receive any remittance on a timely basis and CLIENT provides written notice of such failure, SERVICER agrees to remit a duplicate check to CLIENT via overnight delivery.
9. This servicing agreement for deficiency balance accounts is effective as of June 1, 2010.

Execution page to follow.

American Pegasus Auto Loan Fund SP
Synergy Acceptance Corp
Servicing Fee Structure Agreement

Agreed to by:

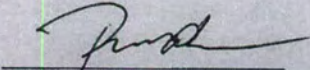
SERVICER
Synergy Acceptance Corp



Benjamin Chui, President

Date: 9/30/2010

CLIENT
American Pegasus Auto Loan Fund, SP



Triffany Mok, Portfolio Manager

Date: 09/30/2010



Member FDIC

P O Box 1407 • Alpharetta, GA 30009

Statement of Account

Last statement: September 30, 2007
 This statement: October 31, 2007
 Total days in statement period: 31
 010-001-108-9 031 286
 Page 1 of 79



SYNERGY ACCEPTANCE CORP.

~~SYNERGY CUBE ACCOUNT~~110 LONDONDERRY CT SUITE 136
WOODSTOCK GA 30188

Direct inquiries to:
 770-576-4471

Summary of Account Balance

Account	Number	Ending Balance
Commercial Checking	010-001-108-9	\$1,145,623.44

Commercial Checking

Account Number 010-001-108-9

781 Enclosures

Beginning balance 468,706.18
 Deposits/Credits 8,393,799.64
 Withdrawals/Debits 7,716,882.38
 Ending balance 1,145,623.44

Low balance 23,379.04
 Average balance 1,590,548.68
 Average collected balance 1,588,747.00

Checks

Number	Date	Amount
18995	10-15	300.00
25106 *	10-12	74.50
25139 *	10-16	105.17
25169 *	10-18	6,156.00
25252 *	10-05	9,607.00
25506 *	10-11	500.00
25594 *	10-19	9,270.00
25719 *	10-01	200.00
25735 *	10-04	10,323.00
25765 *	10-11	5,973.00
25798 *	10-04	9,175.00
25809 *	10-11	5,143.00
25814 *	10-01	7,980.00
25898 *	10-02	95.97
25906 *	10-02	7,767.00
25935 *	10-19	7,699.00
25946 *	10-11	7,661.00
25955 *	10-05	9,492.00
25988 *	10-01	5,204.00
28859 *	10-10	7,176.00
29015 *	10-19	6,983.00
29045 *	10-10	69.00
29065 *	10-01	400.00
29066	10-16	100.00
29091 *	10-19	5,809.00
29094 *	10-11	3,785.00

Number	Date	Amount
29095	10-11	14,217.00
29099 *	10-10	6,816.00
29101 *	10-09	9,946.00
29118 *	10-01	2,385.50
29165 *	10-04	10,768.00
29175 *	10-11	8,157.00
29188 *	10-01	10,152.00
29189	10-01	5,794.00
29196 *	10-01	6,345.00
29201 *	10-01	9,584.00
29206 *	10-02	4,261.00
29214 *	10-02	9,781.00
29215	10-11	11,073.00
29216	10-04	5,630.00
29218 *	10-05	7,493.00
29220 *	10-04	5,766.00
29224 *	10-05	9,052.00
29228 *	10-02	7,736.00
29237 *	10-01	600.00
29238	10-05	40.00
29245 *	10-05	10,028.00
29250 *	10-04	7,293.00
29259 *	10-02	243.90
29269 *	10-01	17.47
29270	10-01	3,413.85
29271	10-03	663.02

[illegible]

Follow these easy steps to reconcile your checkbook to the "Ending Balance" shown on the front of this statement:

1. Enter the amount of the starting balance on this statement (have a check or
 cancelled check or checkbook order, including all deposits, credits, cash
 checks, and money orders, ATM transactions and other debits). Make sure
 you enter the amount in the right place.
2. Enter the amount of the deposit at the checkbook that have cleared the
 bank. Enter the amount in your checkbook that have cleared the
 bank.
3. Enter the amount that have not yet been paid by the bank and are still
 outstanding. These are items that are not shown on this statement and
 were on the previous statement.
4. Enter the "Ending balance" shown on this
 statement. \$ _____
5. Add (+)
- Deposits not shown on this statement (if any) \$ _____
6. Subtract (-)
- Checks and/or other debits still outstanding \$ _____
- Balance \$ _____
- (circle top amount) _____ in your checkbook.

if your account does not fall under any of the above, please [contact us](#).

- Have you added all checks and other debits to the debit side of your checkbook record for the month?
- Have you entered any cash deposits and transfers to your credit, check or otherwise delivered to the bank?
- Do all checks and other debits for the month appear on this statement? Are all sufficient amounts that you have marked as paid?
- Have all deposits been added to your checkbook record and do the accounts agree with the statement of the statement?
- Have you entered all transfers to other accounts on your checkbook record for the month?
- Are you sure that all deposits have been deposited into the statement of the statement?

Electronic Fund Transfers: Procedures and Controls

If you have arranged to have a deposit made into your account, you can call 1-800-762-2864 for a refund card on the reverse side of this statement to request a refund. If no deposits have been made:

Electronic Fund Transfer Disclosure

In case of errors or questions about your electronic transfers:

If you think your statement or receipt is wrong, or if you need more information about a transfer on the statement or receipt, please telephone us at the number on the receipt. The number is indicated on the reverse side of this statement, if it is possible. We must hear from you before that number can be used, and you the FIRST statement on which the error or problem is noticed.

- (1) Tell us your name and account number.
 - (2) Describe the error of the transfer, your funds, or amount. Explain as clearly as you can why you believe there is an error or why you need more information.
 - (3) Tell us the dollar amount of the suspected error.
- We will investigate your complaint and will correct any error promptly. For Consumer Personal accounts if we take more than 10 business days to do this, we will recredit your account for the

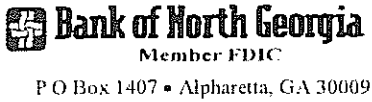
$$\frac{1}{\gamma} \frac{d\gamma}{dt} = \frac{1}{\gamma} \frac{d}{dt} \left(\frac{1}{\sqrt{1 - \beta^2}} \right) = \frac{1}{\gamma} \frac{d}{dt} \left(\frac{1}{\sqrt{1 - \frac{v^2}{c^2}}} \right)$$

Our bank will then deposit and credits drawn out of that account to your credit. It is paid in any order we determine. We may be able to credit the result in an immediate debit balance in your account on the day of the charges, in part or in particular item before the charges that otherwise could have been paid. However, our customary practice is to pay transactions considered in the same order as a debit from your account.

Billing Rights Summary
(Personal Reserve Account Only)

In case of errors or questions about your statement:
If you think your statement is wrong or if you need more
information about a transaction on the statement, write us (you
can do so) at the address indicated on the reverse side of the
statement as soon as possible. We must hear from you before
we can give you the IRS statement. If an error or
problem appeared. You can telephone us, but doing so
will not preserve your rights. In your letter, give us the following
information:

- **Describe the error and explain as clearly as you can what you think there is an error. If you need more information, please let us know you are unsure about.**



October 31, 2007
010-001-108-9
SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
29290 *	10-02	11,049.00
29294 *	10-02	5,791.00
29296 *	10-04	3,770.00
29299 *	10-29	200.00
29303 *	10-01	400.00
29307 *	10-01	1,100.00
29323 *	10-12	50.00
29325 *	10-09	40.00
29326	10-01	40.00
29327	10-01	458.45
29329 *	10-05	50,000.00
29337 *	10-10	8,428.00
29342 *	10-02	8,412.00
29345 *	10-01	9,946.00
29348 *	10-04	9,231.00
29350 *	10-02	3,803.00
29353 *	10-02	4,955.00
29357 *	10-09	6,847.00
29364 *	10-04	6,498.00
29375 *	10-15	6,222.00
29382 *	10-03	15,080.00
29388 *	10-02	46.62
29391 *	10-01	1,562.49
29392	10-04	250.52
29393	10-01	750.00
29394	10-04	330.92
29396 *	10-03	750.00
29398 *	10-02	395.83
29399	10-03	562.50
29400	10-03	1,200.00
29401	10-02	208.33
29402	10-04	250.00
29403	10-04	166.67
29404	10-01	1,102.29
29405	10-03	1,197.92
29406	10-03	360.00
29407	10-01	641.67
29408	10-02	208.33
29409	10-04	218.75
29410	10-02	375.00
29412 *	10-03	208.33
29414 *	10-02	725.00
29415	10-05	187.50
29416	10-09	1,250.00
29417	10-02	1,256.25
29418	10-03	395.83
29419	10-16	75.00
29420	10-16	205.83
29421	10-03	1,500.00
29429 *	10-01	22,882.49
29430	10-01	9,997.91
29431	10-01	61.48

Number	Date	Amount
29432	10-01	579.00
29433	10-01	668.00
29434	10-11	13,481.00
29439 *	10-10	12,549.00
29441 *	10-01	8,994.00
29444 *	10-04	15,467.00
29450 *	10-15	360.00
29459 *	10-03	797.00
29462 *	10-01	5,019.00
29464 *	10-04	11,304.00
29465	10-15	7,205.00
29467 *	10-01	8,345.00
29468	10-01	6,880.00
29471 *	10-04	4,240.00
29478 *	10-04	671.50
29479	10-04	2,383.75
29480	10-01	895.00
29482 *	10-04	8,825.00
29483	10-01	7,456.00
29484	10-02	8,071.00
29485	10-09	4,460.00
29487 *	10-11	9,822.00
29488	10-12	8,188.00
29489	10-09	7,663.00
29490	10-04	8,337.00
29494 *	10-04	2,152.75
29498 *	10-12	112.44
29499	10-11	9,919.00
29500	10-12	11,806.00
29501	10-10	8,567.00
29502	10-12	6,618.00
29503	10-10	2,280.50
29504	10-12	9,995.00
29505	10-11	8,222.00
29506	10-10	4,905.00
29507	10-17	1,953.11
29508	10-12	130.00
29512 *	10-23	310.00
29513	10-11	3,613.82
29514	10-15	125.00
29515	10-15	1,291.04
29517 *	10-11	15,600.15
29518	10-15	17,097.98
29519	10-11	12,440.54
29520	10-15	13,599.00
29521	10-12	5,423.00
29522	10-11	11,906.00
29523	10-11	11,130.00
29524	10-11	7,058.00
29525	10-12	2,080.50
29526	10-11	7,013.00
29527	10-10	7,159.00

October 31, 2007

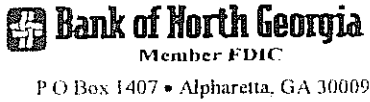
010-001-108-9

SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
29528	10-12	7,772.00
29529	10-12	6,083.00
29530	10-12	7,375.00
29531	10-11	9,380.00
29532	10-12	6,150.00
29533	10-15	17,102.98
29534	10-15	7,153.10
29535	10-15	4,503.19
29536	10-15	20,064.80
29537	10-18	1,240.00
29538	10-15	22,955.29
29539	10-31	1,733.25
29540	10-31	71.00
29542 *	10-11	928.11
29543	10-15	650.20
29544	10-12	749.83
29546 *	10-12	385.03
29547	10-12	150.00
29548	10-16	100.00
29549	10-17	750.00
29550	10-12	500.00
29551	10-19	225.00
29556 *	10-18	141.10
29557	10-15	768.00
29559 *	10-11	14,170.48
29560	10-25	2,539.85
29561	10-12	2,300.00
29562	10-16	3,530.00
29563	10-17	2,490.00
29564	10-17	1,195.00
29565	10-16	240.00
29566	10-15	150.00
29567	10-16	130.00
29568	10-15	150.00
29569	10-12	462.60
29570	10-16	203.08
29571	10-16	353.34
29572	10-16	193.76
29573	10-22	318.61
29574	10-22	27.71
29575	10-19	931.11
29576	10-18	2,745.98
29577	10-17	1,213.61
29578	10-24	11.14
29579	10-24	466.04
29581 *	10-18	212.12
29582	10-19	1,670.72
29583	10-23	4,502.00
29584	10-15	12,661.85
29585	10-17	672.50
29586	10-19	281.28
29587	10-18	1,112.42
29588	10-23	50.00

Number	Date	Amount
29589	10-22	26.49
29590	10-15	5,000.00
29591	10-19	1,200.00
29592	10-15	12,069.00
29593	10-15	2,255.95
29594	10-15	2,893.51
29595	10-15	2,765.95
29596	10-15	2,627.58
29597	10-15	7,064.00
29598	10-17	461.00
29599	10-16	10,674.00
29600	10-16	8,610.00
29601	10-16	9,632.00
29602	10-17	13,175.00
29603	10-16	7,303.00
29604	10-15	12,485.00
29605	10-16	1,870.00
29606	10-15	5,987.00
29607	10-17	10,058.00
29608	10-16	7,650.00
29609	10-16	9,888.00
29610	10-16	5,652.00
29611	10-16	14,735.00
29612	10-16	5,969.00
29613	10-16	7,982.00
29614	10-16	7,713.00
29615	10-16	8,150.00
29616	10-15	7,030.00
29617	10-15	6,363.00
29618	10-16	9,175.00
29619	10-17	8,675.00
29620	10-16	9,083.00
29621	10-16	9,764.00
29622	10-16	10,808.00
29623	10-16	12,090.00
29624	10-15	6,516.00
29625	10-17	7,559.00
29626	10-16	6,766.00
29627	10-16	11,922.00
29628	10-16	7,791.00
29629	10-15	8,809.00
29630	10-18	12,560.00
29632 *	10-16	7,525.00
29635 *	10-16	9,055.00
29637 *	10-16	9,584.00
29638	10-16	21,119.00
29639	10-15	6,013.00
29640	10-18	16,240.00
29641	10-16	2,208.25
29642	10-16	5,751.00
29643	10-18	1,068.00
29644	10-16	13,456.73
29645	10-18	11,429.00



October 31, 2007
010-001-108-9
SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
29646	10-17	1,734.39
29647	10-16	200.00
29648	10-15	200.00
29649	10-15	245.00
29650	10-22	40.00
29651	10-19	200.00
29652	10-23	70.00
29653	10-22	150.00
29654	10-22	100.00
29655	10-24	120.00
29656	10-16	157.50
29657	10-15	175.00
29658	10-19	1,470.33
29659	10-22	767.18
29660	10-18	302.07
29661	10-18	1,030.00
29662	10-16	101.51
29663	10-15	2,880.00
29664	10-22	5,511.46
29665	10-17	508.66
29666	10-22	3,848.00
29668 *	10-17	6,621.00
29669	10-17	12,274.00
29670	10-17	7,865.00
29672 *	10-03	574.82
29673	10-04	395.00
29674	10-03	130.00
29675	10-02	3,614.60
29676	10-02	309.52
29677	10-04	18,410.38
29678	10-03	203.18
29679	10-03	333.70
29680	10-03	557.97
29681	10-10	59.56
29682	10-01	150.00
29683	10-01	150.00
29684	10-02	80.00
29685	10-04	4,149.50
29687 *	10-03	380.56
29688	10-01	192.37
29689	10-02	357.79
29690	10-02	266.39
29691	10-03	137.49
29692	10-04	341.54
29693	10-02	170.64
29694	10-01	2,490.00
29695	10-01	8,701.00
29696	10-01	3,610.00
29697	10-09	248.00
29698	10-02	646.98
29699	10-10	697.00
29700	10-09	10,691.00

Number	Date	Amount
29701	10-04	6,049.00
29702	10-04	6,691.00
29703	10-09	6,190.00
29704	10-18	11,485.00
29705	10-04	6,097.00
29706	10-15	11,324.00
29707	10-05	6,785.00
29708	10-17	7,930.00
29709	10-09	6,884.00
29710	10-04	1,796.50
29711	10-04	1,980.25
29712	10-09	2,096.36
29713	10-17	11,079.00
29715 *	10-09	8,038.00
29716	10-04	12,600.00
29717	10-04	8,015.00
29718	10-04	9,491.00
29719	10-04	849.50
29720	10-09	18,809.00
29721	10-09	6,010.00
29722	10-03	13,992.00
29723	10-09	12,808.00
29724	10-16	6,798.00
29725	10-05	5,718.00
29726	10-04	6,535.00
29727	10-17	10,861.00
29728	10-16	7,772.00
29729	10-09	10,208.00
29730	10-10	320.88
29732 *	10-03	2,880.00
29733	10-10	20,170.00
29734	10-10	982.50
29735	10-03	400.00
29736	10-03	250.00
29737	10-04	350.00
29738	10-03	350.00
29739	10-02	7,750.19
29740	10-05	8,650.00
29741	10-05	17,300.00
29743 *	10-18	750.00
29744	10-10	36.00
29746 *	10-10	80.00
29747	10-10	60.00
29748	10-10	350.00
29749	10-10	50.00
29751 *	10-04	7,323.00
29752	10-05	5,498.00
29753	10-05	9,152.00
29754	10-04	9,736.00
29755	10-04	1,922.50
29756	10-11	12,701.00
29757	10-10	4,231.00

October 31, 2007

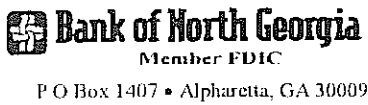
010-001-108-9

SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
29758	10-04	7,600.00
29759	10-04	8,155.00
29760	10-04	12,501.00
29761	10-05	6,832.00
29762	10-05	10,504.00
29763	10-10	9,947.00
29765 *	10-12	16,460.00
29766	10-11	7,315.00
29767	10-04	8,719.00
29768	10-10	22,899.00
29769	10-04	7,286.00
29770	10-04	12,352.00
29771	10-18	7,165.00
29772	10-05	8,822.00
29774 *	10-09	6,277.00
29775	10-09	2,877.88
29776	10-04	5,920.00
29777	10-05	7,483.00
29778	10-09	12,021.00
29779	10-05	9,492.00
29780	10-09	7,676.00
29781	10-11	5,797.00
29782	10-04	8,388.00
29783	10-10	7,064.00
29785 *	10-18	2,053.88
29786	10-18	2,877.82
29787	10-09	6,036.00
29790 *	10-09	11,038.00
29791	10-04	6,824.00
29792	10-05	7,030.00
29793	10-09	11,626.00
29795 *	10-05	12,587.00
29796	10-04	8,697.00
29797	10-30	2,488.51
29798	10-05	20,401.00
29799	10-09	9,674.00
29800	10-09	9,130.00
29801	10-05	9,046.00
29802	10-09	6,660.00
29803	10-04	6,249.00
29804	10-15	13,335.00
29805	10-05	6,101.00
29806	10-11	7,044.00
29807	10-09	6,632.00
29808	10-09	3,124.51
29809	10-05	9,062.00
29810	10-05	10,551.00
29811	10-26	6,805.00
29812	10-12	7,559.00
29813	10-09	11,919.00
29814	10-10	13,231.00
29815	10-10	10,058.00
29816	10-05	5,572.00

Number	Date	Amount
29818 *	10-18	6,931.00
29819	10-18	5,846.00
29820	10-03	3,090.00
29821	10-10	100.00
29822	10-17	315.00
29823	10-11	385.00
29824	10-09	207.23
29825	10-09	50.00
29826	10-09	21,216.94
29827	10-15	256.25
29828	10-05	175.00
29829	10-09	250.00
29830	10-10	525.00
29832 *	10-10	405.00
29833	10-09	150.00
29834	10-10	130.00
29835	10-09	150.00
29836	10-10	600.00
29837	10-11	100.00
29838	10-11	500.00
29839	10-11	40.70
29840	10-11	241.62
29841	10-11	990.04
29842	10-10	963.07
29843	10-12	61.11
29845 *	10-10	2,322.85
29846	10-11	1,703.93
29847	10-12	140.00
29848	10-09	416.67
29849	10-12	518.66
29850	10-10	5,503.52
29851	10-10	275.53
29852	10-05	1,012.99
29853	10-09	406.85
29854	10-09	277.99
29855	10-12	100.00
29856	10-29	400.00
29857	10-11	300.00
29858	10-15	200.00
29859	10-12	1,000.00
29860	10-12	300.00
29861	10-15	100.00
29862	10-11	800.00
29863	10-11	100.00
29864	10-12	100.00
29865	10-11	400.00
29866	10-16	100.00
29867	10-11	500.00
29868	10-09	5,286.00
29869	10-09	5,921.00
29870	10-10	8,704.00
29872 *	10-09	9,169.00
29873	10-10	8,118.00



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SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
29874	10-12	685.28
29876 *	10-11	737.30
29877	10-11	324.77
29878	10-09	2,830.00
29879	10-09	1,660.00
29880	10-09	3,540.00
29881	10-10	1,920.00
29882	10-10	518.33
29883	10-10	347.00
29884	10-10	1,760.00
29885	10-09	1,231.00
29886	10-10	1,315.00
29887	10-10	1,975.00
29888	10-10	7,131.00
29889	10-09	8,097.00
29890	10-09	10,125.00
29891	10-09	7,601.00
29892	10-09	8,984.00
29893	10-09	6,258.00
29894	10-10	9,255.00
29896 *	10-10	200.00
29897	10-11	200.00
29898	10-09	800.00
29899	10-09	1,935.00
29900	10-10	2,765.95
29901	10-10	7,910.00
29902	10-12	4,705.00
29903	10-18	7,207.00
29904	10-10	7,212.00
29905	10-16	10,295.00
29906	10-10	13,950.00
29907	10-11	7,638.00
29908	10-10	9,415.00
29909	10-11	132.29
29910	10-12	4,482.73
29914 *	10-10	26.49
29915	10-12	80.00
29916	10-10	92.00
29917	10-23	100,513.70
29918	10-22	28,013.29
29919	10-19	200,230.14
29920	10-22	100,080.01
29921	10-19	50,262.65
29922	10-22	30,109.11
29923	10-22	25,090.92
29924	10-19	25,101.12
29925	10-23	26,089.19
29926	10-18	25,000.00
29927	10-19	30,062.49
29929 *	10-19	20,000.00
29930	10-24	120,996.19
29931	10-22	66,528.14

Number	Date	Amount
29932	10-24	70,434.14
29933	10-19	30,616.78
29934	10-19	145,823.35
29935	10-23	50,281.88
29936	10-24	44,122.50
29937	10-19	50,000.00
29939 *	10-19	25,093.12
29940	10-24	125,000.00
29941	10-22	75,140.24
29942	10-22	15,031.16
29943	10-24	131,245.45
29944	10-22	48,000.00
29945	10-22	50,033.70
29946	10-22	35,023.62
29947	10-22	15,485.09
29948	10-19	50,000.00
29949	10-22	121,267.58
29950	10-22	54,536.54
29951	10-22	18,748.98
29952	10-22	46,421.94
29953	10-22	25,098.63
29954	10-19	25,109.67
29955	10-22	45,042.22
29956	10-22	30,590.41
29957	10-22	172,091.21
29958	10-22	41,056.75
29959	10-22	31,988.63
29960	10-22	83,115.35
29961	10-22	25,393.67
29962	10-22	24,784.08
29963	10-22	167,143.69
29964	10-19	50,894.86
29965	10-22	26,990.50
29966	10-22	65,000.00
29967	10-22	33,450.29
29968	10-22	40,047.99
29969	10-22	36,000.00
29970	10-22	35,052.89
29971	10-22	42,853.22
29972	10-22	40,000.00
29973	10-30	100,201.37
29974	10-22	91,770.71
29975	10-22	125,000.00
29976	10-22	64,911.27
29977	10-24	126,846.58
29978	10-22	29,119.08
29979	10-24	110,011.30
29980	10-22	101,858.48
29981	10-23	10,000.00
29982	10-22	42,572.74
29983	10-22	46,907.90
29984	10-19	25,197.77

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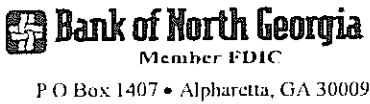
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SYNERGY ACCEPTANCE CORP.

Checks

Number	Date	Amount
29985	10-24	50,346.23
29986	10-24	50,067.81
29987	10-22	150.00
29988	10-30	130.00
29989	10-22	150.00
29990	10-26	300.00
29991	10-30	1,385.12
29992	10-26	98.00
29993	10-30	368.32
29994	10-30	84.96
29995	10-29	29.21
29996	10-29	313.57
29998 *	10-30	286.20
29999	10-29	910.84
30000	10-25	2,514.34
30001	10-18	7,333.00
30002	10-17	5,752.00
30003	10-18	9,904.00
30004	10-17	7,105.00
30005	10-18	7,586.00
30006	10-18	8,937.00
30007	10-18	8,065.00
30008	10-17	3,711.00
30009	10-17	9,846.00
30010	10-18	11,166.00
30011	10-18	5,281.00
30012	10-19	6,264.00
30013	10-17	7,643.00
30014	10-17	6,882.00
30015	10-17	6,999.00
30016	10-18	6,650.00
30017	10-17	11,638.00
30018	10-17	10,622.00
30019	10-17	6,646.00
30020	10-17	8,278.00
30021	10-17	9,436.00
30022	10-18	2,043.75
30023	10-18	300.00
30024	10-24	7,350.00
30025	10-25	350.00
30026	10-19	1,925.00
30027	10-22	239.80
30028	10-17	439.99
30029	10-26	5,851.80
30030	10-23	91.00
30031	10-19	8,093.00
30032	10-22	6,876.00
30034 *	10-18	7,260.00
30035	10-17	7,451.00
30037 *	10-19	8,083.00
30038	10-19	4,913.00
30039	10-19	7,400.00
30040	10-22	4,913.00

Number	Date	Amount
30041	10-18	1,908.50
30042	10-18	6,162.00
30043	10-18	9,255.00
30045 *	10-19	1,755.00
30046	10-22	5,772.00
30047	10-18	5,462.00
30048	10-18	13,935.00
30049	10-18	6,511.00
30050	10-26	1,000.00
30051	10-19	500.00
30052	10-23	500.00
30053	10-26	700.00
30054	10-19	100.00
30055	10-30	100.00
30056	10-25	500.00
30057	10-23	1,000.00
30058	10-29	900.00
30059	10-31	100.00
30060	10-24	1,000.00
30061	10-22	300.00
30062	10-23	700.00
30063	10-25	700.00
30064	10-19	1,338.80
30065	10-17	2,300.00
30066	10-19	500.00
30067	10-22	1,151.85
30068	10-18	1,420.35
30071 *	10-29	425.00
30072	10-31	402.00
30074 *	10-19	14,477.00
30075	10-19	9,140.00
30077 *	10-22	4,369.00
30078	10-29	265.20
30079	10-30	361.63
30080	10-29	50.00
30081	10-23	19.21
30083 *	10-30	26.53
30084	10-22	33,366.21
30086 *	10-23	190.56
30087	10-23	255.69
30088	10-22	267.24
30089	10-24	224.47
30090	10-24	391.25
30091	10-26	1,621.00
30092	10-22	1,875.00
30093	10-19	50.00
30094	10-31	350.00
30095	10-31	270.00
30096	10-26	125.00
30097	10-23	8,828.00
30098	10-23	7,892.00
30099	10-23	7,846.00
30100	10-23	10,914.00



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Checks

Number	Date	Amount
30101	10-23	10,000.00
30102	10-30	7,502.00
30103	10-29	10,663.00
30104	10-29	8,977.00
30105	10-29	5,906.00
30106	10-29	8,511.00
30108 *	10-29	9,677.00
30110 *	10-29	2,755.95
30111	10-29	12,400.00
30112	10-29	2,360.95
30113	10-29	1,965.95
30114	10-30	9,662.00
30115	10-23	15,616.00
30116	10-30	8,273.00
30117	10-23	8,703.00
30120 *	10-29	9,243.00
30121	10-26	6,333.00
30122	10-29	2,227.58
30125 *	10-23	10,739.00
30127 *	10-29	8,038.00
30129 *	10-30	6,577.00
30130	10-29	6,044.00
30131	10-26	6,377.00
30132	10-30	7,205.00
30133	10-29	7,039.00
30134	10-23	10,121.00
30136 *	10-29	6,657.00
30137	10-30	5,095.00
30138	10-29	7,905.00
30139	10-23	7,537.00
30140	10-29	7,375.00
30142 *	10-31	13,218.00
30143	10-30	6,053.00
30145 *	10-29	7,814.00
30146	10-29	8,551.00
30147	10-31	5,435.00
30149 *	10-24	734.40
30150	10-24	170.37
30151	10-25	653.73
30152	10-25	700.00
30154 *	10-22	777.86
30156 *	10-25	105.33
30157	10-25	270.00
30158	10-26	1,537.75
30159	10-29	536.21
30160	10-23	42.94
30161	10-25	240.73
30165 *	10-26	100.00
30166	10-25	100.00
30167	10-25	100.00

Number	Date	Amount
30169 *	10-31	100.00
30170	10-25	100.00
30171	10-25	100.00
30172	10-25	100.00
30173	10-25	100.00
30175 *	10-25	300.00
30177 *	10-25	500.00
30178	10-29	24.05
30188 *	10-31	21.00
30189	10-30	986.82
30190	10-30	26.53
30191	10-30	165.84
30192	10-31	262.56
30193	10-31	336.50
30195 *	10-30	133.03
30197 *	10-30	17.47
30201 *	10-30	219.00
30202	10-31	409.10
30203	10-30	256.59
30204	10-29	347.09
30205	10-30	166.82
30206	10-30	263.19
30207	10-30	82.67
30208	10-31	599.00
30209	10-31	100.00
30213 *	10-31	1,319.76
30215 *	10-29	725.00
30216	10-29	1,342.09
30218 *	10-30	336.55
30221 *	10-29	50.00
30222	10-29	455.00
30224 *	10-26	19,500.09
30226 *	10-26	16,039.35
30227	10-30	1,443.10
30228	10-30	320.00
30233 *	10-30	2,940.00
30235 *	10-30	50.00
30236	10-26	15,698.36
30237	10-30	336.55
30239 *	10-26	1,950.00
30243 *	10-31	150.00
30244	10-31	250.00
30245	10-31	250.00
30247 *	10-30	625.62
30251 *	10-31	60.50
30252	10-31	500.00
30253	10-31	10,362.00
30254	10-31	6,653.00
30256 *	10-31	8,013.00

* Skip in check sequence

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SYNERGY ACCEPTANCE CORP.

Other Debits

Date	Transaction Type	Description	Amount
10-01	Deposit Return Item	Rdi chargeback for seq 0146510800	432.80
10-01	Service Charge	Deposit Return lte	5.00
10-01	POS Withdrawal	Bkcd Chargeback Chargeback SYNERGY ACCEPTANCE000000010144193	465.56
10-01	Preauthorized Wd	CB&T/Bkcd Mnthly Merch Fees 070928 000000010144193	8,139.14
10-03	Service Charge	Stop Pay Charge	32.00
10-04	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 071004 15GY6 100540A01	15,237.11
10-04	Service Charge	Stop Pay Charge	32.00
10-05	Service Charge	Wire Transfer-IN	15.00
10-05	Deposit Return Item	Rdi chargeback for seq 0146682170	585.95
10-05	Service Charge	Deposit Return lte	5.00
10-05	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 071005 569007360449GY6	32,560.94
10-05	Preauthorized Wd	Adp Payroll Fees Adp - Fees 071005 10GY6 8269951	127.53
10-09	Service Charge	Wire Transfer-IN	15.00
10-11	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 071011 634012377409GY6	33,307.01
10-11	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 071011 15GY6 101241A01	14,458.88
10-12	Preauthorized Wd	Adp Payroll Fees Adp - Fees 071012 10GY6 8594719	127.53
10-16	Transfer Debit	Transfer To Deposit Account 0100010933	20,000.00
10-16	Transfer Debit	Transfer To Deposit Account 0100010933	7,780.71
10-17	Service Charge	Wire Transfer-IN	15.00
10-17	Service Charge	Wire Transfer-IN	15.00
10-18	Service Charge	Wire Transfer-IN	15.00
10-18	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 071018 15GY6 101942A01	15,965.27
10-19	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 071019 707016784218GY6	37,609.64
10-19	Preauthorized Wd	Adp Payroll Fees Adp - Fees 071019 10GY6 0157805	163.75
10-23	Wire Transfer-Out		21,267.90
10-23	Service Charge	Wire Transfer-Out	20.00
10-25	Service Charge	Wire Transfer-IN	15.00
10-25	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 071025 15GY6 102643A01	14,586.83
10-25	Service Charge	Stop Pay Charge	32.00
10-26	Deposit Return Item	Rdi chargeback for seq 0100194230	635.38
10-26	Service Charge	Deposit Return lte	5.00
10-26	Preauthorized Wd	Adp TX/Fincl Svc Adp - Tax 071026 645011891415GY6	38,539.23
10-26	Preauthorized Wd	Adp Payroll Fees Adp - Fees 071026 10GY6 0064134	149.83



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SYNERGY ACCEPTANCE CORP.

Deposits/Other Credits

Date	Transaction Type	Description	Amount
10-01	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	28,567.56
10-01	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	13,778.73
10-01	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21777956	8,576.20
10-01	Remote Express Dep		100.00
10-02	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21794087	31,170.67
10-02	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	19,035.11
10-02	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21810848	14,421.27
10-02	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21827979	6,444.35
10-03	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21835661	22,670.47
10-03	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	14,690.00
10-03	Remote Express Dep		960.95
10-03	Remote Express Dep		257.63
10-04	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	18,357.24
10-04	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21862216	7,981.23
10-05	Transfer Credit	Transfer From Deposit Account 0100009646	850,000.00
10-05	Wire Transfer-IN		477,910.09
10-05	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	10,749.07
10-05	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21881649	9,937.69
10-05	Remote Express Dep		351.90
10-09	Wire Transfer-IN		470,755.49
10-09	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	22,569.89
10-09	Deposit		17,299.64
10-09	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	15,617.45
10-09	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21896075	13,867.58
10-09	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	9,318.18
10-09	Remote Express Dep		1,056.78
10-09	Deposit		301.00
10-10	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21911561	19,269.65
10-10	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	10,375.42
10-10	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21928468	9,185.32

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Should be PMP

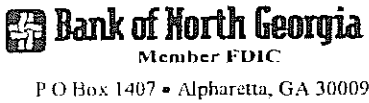
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SYNERGY ACCEPTANCE CORP.

Deposits/Other Credits

Date	Transaction Type	Description	Amount
10-10	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21955595	5,472.04
10-10	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21943213	4,753.94
10-10	Preauthorized Credit	Adp TX/Fincl Svc Adp - Tax 071010 719014439103GY6	1,621.16
10-10	Remote Express Dep		510.00
10-11	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	13,126.26
10-11	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21969156	8,349.90
10-12	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	11,318.17
10-12	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,21987303	5,894.90
10-15	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	17,277.44
10-15	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	12,731.52
10-15	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22001176	11,293.50
10-15	Remote Express Dep		7,153.10
10-15	Remote Express Dep		712.34
10-15	Deposit		26.00
10-16	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22017659	20,016.61
10-16	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	15,254.10
10-16	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22036927	13,836.21
10-16	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22050877	3,318.94
10-17	Wire Transfer-IN		4,248,061.34
10-17	Wire Transfer-IN		484,606.59
10-17	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	27,228.79
10-17	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22058774	18,790.72
10-18	Wire Transfer-IN		612,042.03
10-18	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	19,323.32
10-18	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22076927	11,197.84
10-18	Remote Express Dep		4,933.82
10-18	Remote Express Dep		553.00
10-19	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE000000010144193	14,154.96
10-19	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22093068	8,479.82
10-19	Remote Express Dep		643.47
10-19	Remote Express Dep		205.00



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SYNERGY ACCEPTANCE CORP.

Deposits/Other Credits

Date	Transaction Type	Description	Amount
10-22	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22106673	16,702.29
10-22	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	15,543.85
10-22	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	6,349.19
10-23	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22122440	21,654.59
10-23	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	20,857.96
10-23	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22138942	7,855.41
10-23	Remote Express Dep		6,328.32
10-23	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22153156	4,230.47
10-24	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22163671	13,019.06 ✓
10-24	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	12,986.43
10-25	Wire Transfer-IN		343,843.65
10-25	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	14,688.25
10-25	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22186348	9,658.21 ✓
10-25	Remote Express Dep		512.87
10-25	Remote Express Dep		180.00
10-26	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	15,124.08
10-26	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22202489	7,470.75 ✓
10-29	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	34,726.67
10-29	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	15,868.69
10-29	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22211653	7,760.92
10-29	Preauthorized Credit	Adp TX/Fincl Svc Adp - Tax 071029 761008656215GY6	520.35
10-30	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22226629	21,323.33
10-30	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	14,224.63
10-30	Remote Express Dep		9,297.00
10-30	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22247157	8,408.13
10-30	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22262577	2,579.39
10-30	Deposit		1,853.52
10-31	Credit Memo Bankcard	POS Deposits Deposits SYNERGY ACCEPTANCE0000000010144193	13,143.04

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Deposits/Other Credits

Date	Transaction Type	Description	Amount
10-31	Preauthorized Credit	Moneygram P Sys Util Remit 43547245,22268344	13,121.71
10-31	Remote Express Dep		5,503.49

Balance Summary

Date	Amount	Date	Amount	Date	Amount
09-30	468,706.18	10-11	846,877.33	10-23	1,923,539.52
10-01	355,538.22	10-12	751,366.19	10-24	1,110,007.14
10-02	338,232.28	10-15	551,606.42	10-25	1,454,282.31
10-03	330,784.71	10-16	293,665.40	10-26	1,353,511.35
10-04	23,379.04	10-17	4,860,183.58	10-29	1,271,304.29
10-05	1,065,359.88	10-18	5,249,525.28	10-30	1,164,820.87
10-09	1,302,748.46	10-19	4,406,564.95	10-31	1,145,623.44
10-10	1,112,310.81	10-22	2,176,812.84		